



Request for Quote/Proposal (RFQ/RFP) Amendment 01

Items to be sold:	Miscellaneous Equipment (See Attached)
Type of Procurement:	One Time – TO ‘SELL’ MISCELLANEOUS EQUIPMENT/ITEMS.
Type of Contract:	Fixed Price Ordering Agreement
Term of Contract:	NA
Contract Funding:	USAID # DFD-1-00-05-00129-00 (LGP3)
End User:	RTI International (in Iraq)
This Procurement Supports:	The (LGP3) Project
Vendor Candidate:	Enter supplier name and address here
Submit Proposal To:	Michael Campbell Procurement Director RTI International RTI Compound Baghdad, Iraq Procurement @lgp-iraq.org
Date of Issue of RFP:	July 25, 2010
Date for Site Visit	July 29, 2010 @ 1:00 PM
Date Proposal Due:	1400 Hours August 1, 2010
Method of Submittal:	Respond via e-mail w/ attached document in MS Word. Offeror must quote all line items and/or services in order to be considered for evaluation.
Solicitation Number:	RFQ # 105
Attachments TO RFP: All bidders are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.	1. Attachment “A” – Commodity Specifications 2. Attachment “B” – Instructions to Offerors/Sellers 3. Attachment “C” – Terms and Conditions

Attachment “A”	
Commodity Specifications	

Date Required	Country of Destination	Terms of Payment	Shipping Terms
(see below)	Iraq	(see Attachment “B”)	(see Attachment “B”)

SPECIAL PURCHASE REQUIREMENTS (SPR):

SPR 1: The equipment, materials or personal property identified in this RFQ is being sold in an “As Is” condition. **RTI International** (hereafter identified as “**RTI**”) does not warrant the condition, operation or functionality of this equipment for any particular use or for any subsequent marketability.

SPR 2: **RTI** makes no stipulations concerning the **PURCHASER’S** use of this equipment for personal or commercial purposes; the **PURCHASER**, having inspected the equipment or materials or having waived such inspection, understands and agrees that **RTI** does not guarantee or warranty the quality, performance or condition of the equipment, or its component parts, assemblies or accessories; nor does **RTI** guarantee or warranty the operational capability or functional performance for any length of time before or after the date of acceptance.

SPR 3: The **PURCHASER** further agrees that **RTI** shall have no liability for any consequential commercial or personal damages, including liability for materials or labor, resulting from the sale of this merchandise.

SPR 4: This will be ‘cash and carry’ all potential buyers will be expected to pay for miscellaneous items purchased the day of picking the items up. **NO EXCEPTIONS.**

SPR 5: It will be the responsibility of all potential buyers to have the necessary documentation to enter into the ‘IZ’ to inspect the items for sale and all potential buyers will be responsible for making the necessary arrangements for the transport of the equipment from RTI’s facility.

SPR 6: A ‘mandatory’ “Site Visit” is schedule for **July 29, 2010 @ 1:00 PM (LOCAL IRAQ TIME)** for the first five (5) bidders that respond to this RFQ. It is required that you contact Mr. Anwar Al Tammimy, RTI’s designated representative at (Telephone) +964-790-190-5324 to arrange for escort inside RTI’s compound to view all miscellaneous equipment being “sold”. Failure to contact the RTI designate representative prior to arriving to RTI’s compound will result in the bidder being denied **access** to RTI’s compound.

SPR 7: Potential buyers must complete the schedule shown below with their unit price for each item and provide a ‘Grand Total’ amount for all items.

REVISED LIST OF ITEMS BEING SOLD (7/28/10)

Item No.	Description	Manufacturer	Model Number	Serial Number	Qty	Unit Cost Bid
1	No longer for sale per USAID					
2	No longer for sale per USAID					
3	No longer for sale per USAID					
4	No longer for sale per USAID					
5	No longer for sale per USAID					
6	No longer for sale per USAID					
7	Electrical Cooker 6 Heaters	OZTIRYAKLIER	OFOE12090.01	F120.076	1	
8	No longer for sale per USAID					
9	No longer for sale per USAID					
10	Generator 44 KVA	Aksa	AJD44	408180	1	
11	Generator 150 KVA	SAKAR		124497 / 19	1	
12	Generator 250 KVA	Volvo		2071171873	1	
13	Generator 150 KVA	Volvo Engine (Duetz)		316888	1	
14	No longer for sale per USAID					
15	Generator 500 KVA	Marathon Iveco		WA-525697-0700	1	

Item No.	Description	Manufacturer	Model Number	Serial Number	Qty	Unit Cost Bid
1	A.C Split Unit 2 Ton	Hitachi	RAC-24CHP6	0663874129	1	
2	A.C W/Type 2 Ton	Crafft	DO24V8J	707338101	1	

3	A.C W/Type 2 Ton	Crafft	DO24V8J	707337988	1	
4	A.C Split Unit 2 Ton	LG	Plasma Gold	0403TK00415	1	
5	A.C Split Unit 2 Ton	LG	Plasma Gold	0307TK06693	1	
6	A.C W/Type 2 Ton	Samsung	AWT24F1MEB	DB98-09373E	1	
7	A.C W/Type 2 Ton	Cooline	CHBI9BIECING	RWCBF0133M	1	
8	A.C W/Type 2 Ton	Crafft	DO24V8J	707338077	1	
9	A.C W/Type 2 Ton	Gibson	N/A	401002514	1	
10	A.C W/Type 2 Ton	Crafft	DO24V6J	705234934	1	
11	A.C W/Type 2 Ton	Cooline	LHB19BMECIING	RWABJ1700M	1	
12	A.C W/Type 2 Ton	Crafft	N/A	310277091	1	
13	A.C Split Unit 2 Ton	Crafft	DSXSA24CV7311	080107035	1	
14	A.C Split Unit 2 Ton	Hitachi	RAC-24CHP6	0663874198	1	
15	A.C Split Unit 2 Ton	LG	Plasma Gold	0307TK06600	1	
16	A.C W/Type 2 Ton	Cooline	LHB18BMECIING	RWABP0080M	1	
17	A.C W/Type 2 Ton	Cooline	LHB19BMECIING	RWABJ1705M	1	
18	A.C Split Unit 2 Ton	Delux Cool	N/A	000112510404008325	1	
19	A.C Split Unit 2 Ton	Crafft	SXSA24CV731	050762258	1	
20	A.C Split Unit 2 Ton	Crafft	SXSA24CV731	050762250	1	
21	A.C Split Unit 2 Ton	Crafft	DO24V8J	706276705	1	
22	A.C Split Unit 2 Ton	Crafft	DSXSA24CV7311	080107033	1	
23	A.C Split Unit 2 Ton	Samsung	N/A	P2FW300137M	1	
24	A.C Split Unit 2 Ton	LG	KH-H2665EA0	0802TK01172	1	
25	A.C Split Unit 2 Ton	Hitachi	RAC-24CHP6	0663874105	1	
26	A.C Split Unit 2 Ton	Crafft	DSXSA24CV731	060525959	1	
27	A.C Split Unit 2 Ton	Crafft	DSXSA24CV731	060533126	1	
28	A.C Split Unit 2 Ton	Hitachi	RAC-24CHP6	0663874209	1	
29	A.C Split Unit 2 Ton	Crafft	DSXSA24CV731	50972352	1	
30	A.C Split Unit 2 Ton	Crafft	DSXSA24CV731	80211001	1	
31	A.C Split Unit 2 Ton	LG	Plasma Gold	305KA00283	1	
32	A.C Split Unit 2 Ton	Delux	T3S24000	000112510404008325	1	
33	Receiver, Orbit	HUMAX	XD300	621001543785	1	
34	Receiver, Orbit	HUMAX	XD300	621001453092	1	
35	Receiver, Orbit	HUMAX	XD300	621001450547	1	
36	Receiver, Orbit	philips	N/A	631000244824	1	
37	Receiver, Orbit	philips	N/A	631000244766	1	
38	Receiver, Orbit	HUMAX	XD300	621001543218	1	
39	Receiver, Orbit	HUMAX	XD300	621001450570	1	
40	Receiver, Orbit	HUMAX	XD300	621001530157	1	
41	Receiver, Orbit	HUMAX	XD300	621001544006	1	
42	Receiver, Orbit	HUMAX	XD300	621001543230	1	
43	Receiver, Orbit	HUMAX	XD300	621001530679	1	

44	Receiver, Orbit	HUMAX	XD300	621001527096	1	
45	Receiver, Orbit	HUMAX	XD300	621001450514	1	
46	Receiver, Orbit	HUMAX	XD300	621001530431	1	
47	Receiver, Orbit	HUMAX	XD300	621001450785	1	
48	Receiver, Orbit	HUMAX	XD300	621001450105	1	
49	Receiver, Orbit	HUMAX	XD300	621001527438	1	
50	Receiver, Orbit	HUMAX	XD300	621001450581	1	
51	Receiver, Orbit	HUMAX	XD300	621001527085	1	
52	Receiver, Orbit	HUMAX	XD300	621001380204	1	
53	Receiver, Orbit	HUMAX	XD300	621001450774	1	
54	Receiver, Orbit	HUMAX	XD300	621001380408	1	
55	Receiver, Orbit	HUMAX	XD300	621001450741	1	
56	Receiver, Orbit	HUMAX	XD300	621001450796	1	
57	Receiver, Orbit	HUMAX	XD300	621001380533	1	
58	Receiver, Orbit	HUMAX	XD300	621001380191	1	
59	Receiver, Orbit	HUMAX	XD300	621001450730	1	
60	Receiver, Orbit	HUMAX	XD300	621001450649	1	
61	Receiver, Orbit	HUMAX	XD300	621001530704	1	
62	Receiver, Orbit	HUMAX	XD300	621001543809	1	
63	Receiver, Orbit	HUMAX	XD300	621001379218	1	
64	Receiver, Orbit	HUMAX	XD300	621001530657	1	
65	Receiver, Orbit	HUMAX	XD300	621001450638	1	
66	Receiver, Orbit	HUMAX	XD300	621001543149	1	
67	Receiver, Orbit	HUMAX	XD300	621001530420	1	
68	Receiver, Orbit	HUMAX	XD300	621001380920	1	
69	Receiver, Orbit	HUMAX	XD300	621001527074	1	
70	Receiver, Orbit	HUMAX	XD300	621001527449	1	
71	Receiver, Orbit	HUMAX	XD300	621001543627	1	
72	Receiver, Orbit	HUMAX	XD300	621001543252	1	
73	Receiver, Orbit	HUMAX	XD300	621001450627	1	
74	Receiver, Orbit	HUMAX	XD300	621001450558	1	
75	Receiver, Orbit	HUMAX	XD300	621001379821	1	
76	Receiver, Orbit	HUMAX	XD300	621001380179	1	
77	Receiver, Orbit	HUMAX	XD300	621001527303	1	
78	Receiver, Orbit	HUMAX	XD300	621001527278	1	
79	Receiver, Orbit	HUMAX	XD300	621001380373	1	
80	Receiver, Orbit	HUMAX	XD300	621001380022	1	
81	Receiver, Orbit	HUMAX	XD300	621001450569	1	
82	Receiver, Orbit	HUMAX	XD300	621001450729	1	
83	Receiver, Orbit	HUMAX	XD300	621001527507	1	
84	Receiver, Orbit	HUMAX	XD300	621001379354	1	
85	Receiver, Orbit	HUMAX	XD300	621001527461	1	
86	Receiver, Orbit	HUMAX	XD300	621001379810	1	
87	Receiver, Orbit	HUMAX	XD300	621001450718	1	

88	Receiver, Orbit	HUMAX	XD300	621001450081	1	
89	Receiver, Orbit	HUMAX	XD300	621001450592	1	
90	Receiver, Orbit	HUMAX	XD300	621001543070	1	
91	ROUTER	NET GEAR		FVS8134AD091943	1	
92	Linksys 5-Port	Linksys		R913039000153	1	
93	cell phone	NOKIA	1200	354166/02/404591/7	1	
94	cell phone	Nokia	3310	352966002910707	1	
95	cell phone	Motorola	V3	353015-01-912320-8	1	
96	cell phone	Nokia	1110i	357697/01/311753/8	1	
97	cell phone	Nokia	2100	352966003118995	1	
98	cell phone	Nokia	1208	356382021722923	1	
99	cell phone	Nokia	6610	352961/00/215743/3	1	
100	cell phone	Nokia	3100	352936/00/244831/3	1	
101	cell phone	Nokia	1110i	357697/01/281179/2	1	
102	cell phone	Nokia	1110	354572014760979	1	
103	cell phone	Nokia	1110	354572014762249	1	
104	Desktop	Generic	Generic	001043	1	
105	Desktop	Generic	Generic	001005	1	
106	Oven	UGINE	UGINE	UGINE05060074	1	
107	UPS	APC	APC 650	PB05329229652	1	
108	Printer	HP	3030	CNBF068587	1	
109	Refrigerator	Samsung	1095	4ACWC00624F	1	
110	Refrigerator	DAEWOO	FR-171	IE39020271	1	
111	Refrigerator	NIKAI	NRF 135	M13R1426	1	
112	Refrigerator	Toshiba	GRE181	1339306150096	1	
113	Refrigerator	Hitachi	R-270AUK5K	2160200013	1	
114	Scanner	HP	4570c	CN33UT60V4	1	
115	T.V	Panasonic	TC-29PS60R	MJ4160182	1	
116	Washer Machine	Sumsung	WFJ1061	X6205ARQA00246P	1	
117	Switch 8 Port	D-Link	Des-1008D	F302165054865	1	
118	Access Point	D-LINK		BN1253A020995	1	
119	Access Point	D-LINK		BN1253C008101	1	
120	Access Point	D-LINK		BN1253C008107	1	
121	DVD Player	Panasonic	DVD-S1	VA6KD011671R	1	

GRAND TOTAL \$ _____

Signed By: _____ Title: _____ Date: _____

(by signing this attachment, the bidder confirms he has a complete understanding of the specifications, terms and conditions and fully intends to deliver and install items that comply with the above listed specifications)

Attachment “B” Instructions to Offerors/Sellers
--

1. **Procurement Narrative Description:** The Buyer (RTI) intends to sell miscellaneous equipment ‘As Is’ and this is a cash purchase. The Buyer intends to “sell” the quantities (for commodities) and/or services (based on items identified in the attachments). The Buyer desires to ‘SELL” to a single “approved’ supplier based on conformance to the listed specifications, the ability to service this contract, and selling price. If an Ordering Agreement is established as a result of this RFQ/RFP, supplier understands that quantities indicated in the specifications (Attachment A) are an estimate only and RTI does not guarantee the purchase quantity of any item listed.
2. **Procuring Activity:** This procurement will be made by **Research Triangle Institute (RTI International)**, located at the **RTI Compound**, Baghdad, Iraq, who has requirements in support of a project funded by USAID (Contract #DFD -1-00-05-00129-00). **RTI shall ‘sell’ all miscellaneous equipment to Seller by ‘cash’ transaction.**
3. **Proposal Requirements.** All Sellers will submit a quote/proposal which contains offers for all items and options included in this RFQ/RFP. Failure to submit the information required in this RFQ/RFP may result in Seller’s offer being deemed non-responsive. Sellers are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach RTI’s office designated in the RFP by the time and date specified in the RFQ/RFP. Any offer, modification, revision, or withdrawal of an offer received at the RTI office designated in the RFQ/RFP after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made; the RTI Procurement Officer determines that accepting the late offer would not unduly delay the procurement. The Seller’s proposal shall include the following:
 - A. The solicitation number
 - B. The date and time submitted
 - C. The name, address, email address and telephone number of the seller (bidder) and authorized signature of same.
 - D. A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary.
 - E. **Terms of warranty** describing what and how the warranties will be serviced. RTI will consider the Seller’s warranty and service plan as one of the technical criteria for award during RTI’s evaluation of offerors’ proposals.
 - F. **SPECIAL PRICING INSTRUCTIONS.** Price and any discount terms or special requirements or terms (special note: pricing must include guaranteed firm fixed prices for items requested.)
 - G. Payment address or instructions (if different from mailing address)
 - H. Acknowledgment of solicitation amendments (if any)
 - I. Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including points of contact with telephone numbers, and other relevant information)
 - J. A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration
 - K. The seller will provide brochures with pictures and technical specifications for the items and/or services being proposed
 - L. **Special Note:** *The Seller, by his response to this RFP and accompanying signatures, confirms that this RFP document and all of its attachments have been carefully read and understood and all related questions answered*

4. **Forms:** Sellers (potential bidders or suppliers) must record their pricing on Attachment “A”. Sellers must sign the single hardcopy submitted and send to address listed on the cover page of this RFQ/RFP. Sellers must use Attachment “A” to confirm quantities bid, acceptance of the purchase requirements, the requested delivery schedule, payment terms, and note any exceptions to the RFP’s requirements on their own attached document. Failure to do so may result in a disqualification. All attachments and Seller’s complete offer shall be fully incorporated into the winning bidder’s resulting contract (this form).
5. **Questions Concerning the Procurement.** All questions in regards to this RFP are to be directed to the email address procurement@lgp-iraq.org.
6. **Notifications and Deliveries:** Time is of the essence for this procurement. Seller shall **purchase** the items identified in the RFQ no later than the dates set forth herein.
7. **Award Notice.** A written notice of award or acceptance of an offer, mailed or otherwise furnished by the potential buyer within the time acceptance specified in the offer, shall result in a binding contract without further action by either party.
8. **Validity of Offer. This RFP in no way obligates RTI to make an award, nor does it commit RTI to pay any costs incurred by the Seller in the preparation and submission of a proposal or amendments to a proposal.**

(Do Not Sign Until Contract is Awarded)

Acceptance:

Seller and buyer agree, as evidenced by signatures above and below, that the seller’s completed and signed solicitation, seller’s proposal including all required submissions and the negotiated terms contained herein, constitute the entire agreement for the services described herein.

BY: RTI INTERNATIONAL

BY SELLER NAME

Name _____
Signature

Name _____
Signature

Name _____
Printed

Name _____
Printed

Title _____

Title _____

Date _____

Date _____

Attachment "C"

Purchase Order Terms and Conditions

ARTICLE 1. PERIOD OF PERFORMANCE AND/OR DELIVERY

The fulfillment of this purchase order shall commence no later than the effective start date specified on the cover page of this purchase order. Delivery of all goods and/or services ordered shall be made no later than the completion/delivery date, unless this purchase order is cancelled earlier or extended by written modification executed by both parties. Any specific delivery schedule(s) for goods and/or services ordered hereunder will be indicated on the cover page of this purchase order or specified in Attachment 1.

ARTICLE 2. PURCHASE ORDER PRICE

The Vendor shall provide the goods and/or services specified in either the purchase order and/or attachment(s) for either (a) the negotiated fixed price or (b) the ceiling price on the cover page of this purchase order.

ARTICLE 3. STATEMENT OF WORK OR SPECIFICATIONS OF THE ORDER

The Vendor shall provide only those goods and/or services set forth in the purchase order and attachments, if applicable. The Vendor shall perform this *purchase order according to the highest professional standards, utilizing qualified personnel, good and sufficient materials and equipment. The Vendor may receive, and shall execute, technical directions from the designated RTI Project Coordinator. The Vendor shall be responsible for providing or arranging for all logistic support except as otherwise provided in this purchase order.*

The Vendor warrants that the goods and/or services, as specified herein, will be delivered/performed in a professional manner and will meet the descriptions, specifications and standards required by this purchase order.

ARTICLE 4. INVOICING AND PAYMENT

The Vendor should submit invoices to RTI in accordance with the payment schedule set forth elsewhere herein. Unless indicated otherwise herein, RTI agrees to pay the Vendor for its invoices submitted within 20 days of receipt of a proper invoice provided that the requirements of this purchase order are being met by the Vendor, including the submission of deliverables according to the schedule specified in Article 3.

A proper invoice shall include:

1. The Vendor's name and complete address;
2. Date of invoice;
3. The purchase order number;
4. The period covered by the invoice;
5. An itemized breakdown of costs, both cumulative and for the billing period, showing the type of cost, number of units, unit cost, and total cost for each item billed for the period; and

Invoices shall be submitted in an original and two (2) copies as directed on the first page of the purchase order. Payments shall be made to the Vendor by check and mailed to the address shown on the cover page of this purchase order unless otherwise requested by the Vendor and indicated on the invoice.

ARTICLE 5. AUTHORIZED GEOGRAPHIC CODE

Vendor shall comply with the Geographic Code specified by the US Government Prime Contract with RTI. Procurement from the following countries is prohibited: Libya, Cuba, Laos, Iran, North Korea, and Syria.

ARTICLE 6. COMPLETE AGREEMENT

This purchase order expresses the entire agreement and understanding of the parties with respect to the subject matter hereof, supersedes prior oral and written agreements between the parties, and may only be modified by an instrument in writing executed by both the Vendor and RTI.

ARTICLE 7. INDEPENDENT CONTRACTOR STATUS

This purchase order is issued under a Prime Contract with the Government of the United States of America ("Government"), which is represented by the U.S. Agency for International Development ("USAID"), but does not bind nor purport to bind the Government. In all respects and in the conduct of the work hereunder, the Vendor is acting in the capacity of an independent contractor. The execution of this purchase order and performance of the work contracted hereunder shall not (a) create the relationship of principal and agent, employer and employee, joint venture, or partnership between RTI and the Vendor; and (b) establish any privity of contract between the Vendor and RTI's client that provides funding for this purchase order (e.g. the U.S. Government).

ARTICLE 8. INDEMNIFICATION

The Vendor is solely and exclusively liable to third parties for all costs incurred by the Vendor, all claims of damages against the Vendor arising out of, or based on its performance of this purchase order. The Vendor shall indemnify and hold harmless RTI and RTI's clients, including their respective officers, agents and employees, against all liability or loss, demands, suits, damages and claims or actions, fines of judgments (including costs, attorney's and witnesses' fees and expenses incident thereto) based upon or arising out of property loss or damage and of personal injury or death which may be sustained by the Vendor or by any of its employees, agents, consultants, or subcontractors as a result of performing the work required under this purchase order excepting only liability arising from affirmative acts, done with intent to cause loss, damage or injury, by RTI or RTI's client(s) or the officers, agents or employees of either.

ARTICLE 9. INSURANCE

In the event that Vendor, its employees, agents, or subcontractors enter the site(s) of RTI or its customers for any reason in connection with this Purchase Order then Vendor and its subcontractors shall procure and maintain worker's compensation, comprehensive general liability, bodily injury and property damage insurance in reasonable amounts, and such other insurance as RTI may require. In addition, Vendor and its subcontractors shall comply with all site requirements. Vendor shall provide RTI thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of Vendor's required insurance, provided however such notice shall not relieve Vendor of its obligations to procure and maintain the required insurance. If requested, Vendor shall send a "Certificate of Insurance" showing Vendor's compliance with these requirements. Vendor shall name "RTI" as an additional insured for the duration of the Contract. Insurance maintained pursuant to this clause shall be considered primary as respects to the interest of RTI and is not contributory with any insurance which RTI may carry. "Subcontractor" as used in this clause shall include Vendor's subcontractors at any tier. Vendor's obligations for procuring and maintaining insurance coverages are freestanding and are not affected by any other language in this Purchase Order.

ARTICLE 10. ASSIGNMENT

This purchase order or any interest therein nor claim there shall not be assigned, transferred, or subcontracted by the Vendor except as expressly agreed upon in writing by RTI's contracting authority.

ARTICLE 11. ORGANIZATIONAL CONFLICT OF INTEREST

The Vendor warrants that, to the best of his knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances that might indicate the existence of or give rise to actual or potential organizational conflicts of interest. Organizational conflict of interest, means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

ARTICLE 12. DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Vendor certifies that, to the best of his knowledge and belief, that the Vendor and/or any of its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded for the award of contracts by any Federal agency. Available at <http://arnet.gov/far>.

ARTICLE 13. STOP-WORK ORDER

RTI's contracting authority, may at any time, by written order to the Vendor require the Vendor to stop all, or any part, of the work called for by this purchase order for a period of 90 days after the order is delivered to the Vendor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the Vendor, or within any extension of that period to which the parties shall have agreed, the RTI contracting authority shall follow the guidelines provided in FAR 52.242-15.

ARTICLE 14. EXCUSABLE DELAYS

The Vendor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Vendor and without its fault or negligence. The Vendor shall notify RTI in writing as soon as it is reasonably possible after the commencement of any excusable delay.

ARTICLE 15. TERMINATION

RTI may terminate performance of work under this purchase order, in whole or in part, if (a) the Government terminates the performance of the prime contract or task order under which this purchase order is authorized, (b) funding of the prime contract or task order is terminated by the Government, (c) the Vendor defaults in performing the Statement of Work and fails to cure the default within ten (10) days after receiving a notice from RTI specifying the default, and (d) the Government orders the termination of the purchase order. Default includes failure of the Vendor to make progress in the work so as to endanger performance. If terminated for cause, RTI shall not be liable to the Vendor for any amount for supplies or services not accepted by RTI.

If this purchase order is terminated for convenience, RTI shall be liable only for payment under the payment provisions of this purchase order for services rendered before the effective date of termination.

ARTICLE 16. DISPUTES

All disputes and differences that may arise out of or in connection with this purchase order 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 D.C. The laws controlling the arbitration will be the laws of the State of North Carolina, United States of America. The provisions of the United Nations Convention for the International Sale of Goods are specifically excluded. Pending final determination of any dispute hereunder, the Vendor shall proceed diligently with the performance of this purchase order.

ARTICLE 17. APPLICABLE REGULATIONS

A. This purchase order shall be enforced in accordance with the procurement regulations of U.S. Government (Including, but not limited to FAR) and the State of North Carolina, excluding its choice of law rules.

B. Vendor shall procure all licenses/permits, pay all fees, and other required charges thereby and shall comply with all applicable guidelines and directives of any local, state, and/or federal government authority.

ARTICLE 18. SEVERABILITY

If any court of competent jurisdiction determines that any provision of this purchase order is invalid or unenforceable, such a determination shall not affect the remaining provisions of this purchase order. Further, each valid provision under this purchase order shall be enforced to the fullest extent permitted by law.

ARTICLE 19. CONFIDENTIAL INFORMATION

The Vendor may become privy to confidential information either provided by to the Vendor by RTI or discovered by the Vendor without the knowledge of RTI. The Vendor agrees to treat such information as confidential and to use such information only for the purposes of carrying out the scope of work under this purchase order. The Vendor further agrees that such information will not be disclosed to any third party without the prior written consent of RTI and return to RTI all original and copies of such information upon completion of this purchase order or whenever requested by RTI, whichever occurs first.

No news release, public announcement, denial or confirmation of any part of the subject matter of this purchase order shall be made without the prior written consent of RTI. The restrictions of this article shall continue in effect upon completion or termination of this Purchase order for such period of time as may be mutually agreed upon in writing by the parties. In the absence of a written established period, no disclosure is authorized.

ARTICLE 20. COMPLIANCE WITH LAWS – EXPORT CONTROL

Vendor shall comply in all respects with all applicable local, state, and federal laws and regulations, as well as all U.S. statutes, regulations, and administrative requirements regarding relationships with non-U.S. governmental and quasi-governmental entities including but not limited to the export control regulations of the Department of State and the International Traffic in Arms Regulations ("ITAR"), the Department of Commerce and the Export Administration Act ("EAA"), the anti-boycott and embargo regulations and guidelines issued under the EAA, and the regulations of the U.S. Department of the Treasury, Office of Foreign Assets Control

ARTICLE 21. COMPLIANCE WITH LAWS – FOREIGN CORRUPT PRACTICES ACT

The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 ("FCPA"), 15 U.S.C. §§ 78dd-1", *et seq.*, makes it unlawful for U.S. companies, as well as their officers, directors, employees, and agents, to corruptly offer or make a corrupt payment of money or anything of value to a foreign official for the purpose of obtaining or retaining business.

Vendor acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the FCPA. Specifically, Vendor understands and agrees that it shall be unlawful for the Vendor to pay, offer, promise to pay (or authorize to pay or offer) money or anything of value to a *foreign official* in order to assist RTI in *obtaining or retaining business* for or with, or *directing business* to, RTI. A "foreign official" means any officer or employee of a foreign government, a public international organization, or any department or agency thereof, or any person acting in an official capacity.

ARTICLE 22. GOVERNMENT/RTI PROPERTY

The Vendor shall be responsible and accountable for all RTI/Government provided property (e.g., laptop computers, personal protective gear, household furnishings, communication gear, etc.) that is issued by RTI to Vendor employees under this Purchase Order. Accordingly, the Vendor shall comply with the requirements of FAR Subpart 45.5. The Vendor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government/RTI property upon its delivery to Vendor employees. In the event of loss, damage or destruction of Government/RTI property by Vendor, RTI may initiate an equitable adjustment to the Subcontract price in favor of RTI/Government

ARTICLE 23. WARRANTY

The Vendor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose specified in the purchase order.

ARTICLE 24. LANGUAGE REQUIREMENTS

The purchase order and all notices, communications and submittals between the parties pursuant to the implementation of this purchase order shall be in the English language, unless otherwise directed in writing by RTI. All translation services, to include the physical presence of qualified translators, necessary for written or oral communications shall be provided by Vendor.

ARTICLE 25. ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this purchase order, the inconsistency shall be resolved by giving precedence in the following order: (a) the text of the purchase order; (b) the Statement of Work; (c) the General Provisions; (d) other provisions of the purchase order, whether incorporated by reference or otherwise; and (e) the Vendor's proposal, if incorporated in the purchase order by reference or otherwise.

ARTICLE 26. REPORTING FOREIGN TAXES

A. During the period of this purchase order, Vendor shall submit annually an "Interim" and "Final" report on the amount of foreign taxes, as of the date of each report, charged by a foreign government on commodity purchase transactions valued at \$500 (US Dollars) or more financed with U.S. Government funds under this purchase order during the prior U.S. Government fiscal year, and the amount reimbursed by the foreign government. Negative reports are

required for each period. An "Interim" report is due on or before October 17, and a "Final" report is due on or before March 16. For purposes of this clause:

- (i) "Commodity" means any material, article, supplies, goods, or equipment;
- (ii) "Foreign government" includes any foreign governmental entity;
- (iv) "Foreign taxes" means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.

B. Contents of Report. The reports must contain:

- (i) Vendor name;
- (ii) contact name with phone, fax and email;
- (iii) purchase order number;
- (iv) amount of foreign taxes assessed for each foreign government.
- (v) amount of any foreign taxes reimbursed by each foreign government.

C. Vendor must include this reporting requirement in all applicable lower-tier subcontracts

ARTICLE 27. PRIVACY

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

ARTICLE 28. RECORD RETENTION AND ACCESS

Vendor 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 Agreement. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of RTI or the U.S. Government. Vendor shall retain all such records concerning this Agreement for a period of three (3) years after the completion of the Agreement. If any litigation, claim or audit is started before the expiration date of this three-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

ARTICLE 29. RIGHT TO PUBLISH/RELEASE OF INFORMATION

Without the RTI Subcontract Administrator's prior written approval, Vendor shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding this Agreement or the Services or program to which it pertains. Vendor shall be liable to RTI for any breach of such obligation by any subcontractor.

ARTICLE 30. 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 Vendor, you are expected to adopt and comply with these same standards. As a result, this Agreement incorporates by reference, with the same force and effect as if it was given in full text, RTI's "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 31. EXECUTIVE ORDER ON TERRORISM FINANCING

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

ARTICLE 32. INSPECTION AND ACCEPTANCE

Acceptance of the work set forth in this Agreement 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 Agreement, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If either RTI or the Government performs inspection or evaluation on the premises of Vendor or its lower tier subcontractors, the Vendor shall furnish and requires its subcontractors to furnish all reasonable facilities and assistance for the safe and convenient operation of these duties.

ARTICLE 33. CHANGES

The RTI Subcontract Administrator may, without notice to sureties and in writing, direct changes within the general scope of this Agreement. Vendor shall comply immediately with such direction. If such change increases or decreases the cost or time required to perform this Agreement, the parties shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. RTI will modify this Agreement in writing accordingly. If Vendor considers that RTI's conduct constitutes a change, Vendor shall notify the RTI Subcontract Administrator immediately (within 5 work days) in writing as to the nature of such conduct and its effect upon Vendor's performance. Pending direction from RTI's Subcontract Administrator, Vendor shall take no action to implement any such change.

ARTICLE 34. KEY PERSONNEL

The Vendor shall make available the key personnel *designated to perform under this purchase order, if any.*

The key personnel named in this purchase order are considered essential to the work ordered hereunder. Prior to diverting such designated key personnel, the Vendor shall notify the RTI Project Coordinator, reasonably in advance, and shall submit justification and explanation (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the order (including cost implications, if any). The Vendor shall make no diversion or replacement of personnel without RTI's prior written consent. RTI shall approve all Vendor personnel who are assigned to perform under this purchase order.

RTI reserves the right to order the removal of any Vendor personnel performing under this task order for nonperformance and/or misconduct. Vendor shall comply with any such order by RTI to remove and suspend the services of any Vendor personnel under this purchase order. In the event of nonperformance, replacement costs (i.e., travel and transportation, etc.) shall be the responsibility of the Vendor.

The Vendor shall meet and abide by all approval (including international travel) and security requirements for its personnel performing under this purchase order that may be required by RTI and/or the RTI client that provides funding for this purchase order.

ARTICLE 35. FORCE MAJEURE

Delay in or failure to carry out the duties imposed upon either party under this Agreement shall not be deemed a breach thereof if such delay or failure results from causes beyond the reasonable control of the party claiming relief hereunder, including, without limitation, fire, explosion, labor disputes, casualty or accident, lack or failure of transportation facilities, epidemic, cyclone, flood, drought, declared or undeclared war, revolution, civil commotion, acts of public enemies, blockage or embargo, or by reason of law, proclamation, ordinance, demand, or requirement of any governmental or ruling authority. A party claiming relief under this provision shall notify the other party in writing of the circumstances causing such delay or failure and provide an estimate of the impact on performance.

ARTICLE 36. 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 Agreement, failure of Vendor 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 Agreement unless such failure arises out of causes beyond the control and without the fault or negligence of Vendor.