

Request for Proposal (RFP)

Services Required:	Environmental Health & Safety Internal Audit
Type of Procurement:	Open Bid
Term of Contract:	One Time Engagement under Master Services Agreement
End User:	RTI International (<i>RTI International is a trade name of Research Triangle Institute</i>)
This Procurement Supports:	Office of Internal Audit
Submit Proposal To:	Heather Sidden Procurement Specialist RTI International 800 Park Offices Drive PO Box 12194 Research Triangle Park, NC 27709 hsidden@rti.org
Date of Issue of RFP:	Date: January 5, 2010
Date Questions Due From Sellers	Time: By 2:00 p.m. EDT Date: January 11, 2010
Date Proposal Due:	Time : By 2:00 p.m. EDT Date: January 18, 2010
Method of Submittal:	1. Respond via e-mail w/ attached document in MS Word. 2. The Bidder shall provide quotation based on this RFP in order to be considered for evaluation. The Bidder agrees to hold the prices in its offer firm for 90 calendar days from the date specified for the receipt of offers, unless another time is specified in an addendum to this RFP.
Solicitation Number:	MS-FY10-10
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" – Bidders company information and Representations and Certifications 2. Attachment "B" – Instruction to Bidders 3. Attachment "C" – Form of Offer 4. Attachment "D" – Pricing Structure 5. Attachment "E" – RTI Master Services Agreement 6. Attachment "F" -- Statement of Work/Technical Specifications

Attachment "A"
Bidder's Company Information
and Representations and Certifications

To facilitate the evaluation and award process, please provide the following information about your company. If an item is not applicable to your organization, please put "N/A" on the blank(s) provided. Do not leave items unanswered.

CONTACT INFORMATION	
Company Name:	Company Representative Name:
Address 1:	Title/Position:
Address 2:	Phone:
City, State:	Fax:
Zip Code:	Email:
Country:	Technical Representative Name:
Name of Parent Company:	Title/Position:
Web Page URL:	Phone:
	Fax:
	Email:
COMPANY PROFILE	
Type of Organization: ☐ Sole Proprietorship ☐ Partnership ☐ Corporate Entity (not tax-exempt) ☐ Corporate Entity (tax-exempt) ☐ Government Entity (Federal, State, or Local) ☐ Foreign Government ☐ International Organization per 26 CFR 1.6049-4 ☐ Other _____	
Business Size (http://www.sba.gov/size): ☐ Small ☐ Large	Business Classification (Check all that apply in accordance with FAR Part 19): ☐ Nonprofit ☐ Educational Institution ☐ Foreign Entity ☐ Woman-Owned ☐ Small-Disadvantaged* ☐ Veteran Owned ☐ Service-Disabled Veteran Owned* ☐ HUB Zone
*Copy of certification must be submitted.	
Listed on SBA PRONET:	
DUNS Number:	Bidder Federal EIN Number: If Bidder is owned or controlled by a common parent: Parent Name: Parent EIN:
List all North American Industry Classification System Codes (NAICS) that apply to your company: http://www.census.gov/epcd/www/naics.html	

Representations and Certifications of Compliance

1. Federal Excluded Parties List - The Bidder Select is not presently debarred, suspended, or determined ineligible for an award of a contract by any Federal agency.
2. Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions – The Bidder certifies that it currently is and will remain in compliance with FAR 52.203-11, Certification and Disclosure Regarding Payment to Influence Certain Federal Transactions.
3. Organizational Conflict of Interest – The Bidder certifies that will comply FAR Part 9.5, Organizational Conflict of Interest. The Bidder certifies that is not aware of any information bearing on the existence of any potential organizational conflict of interest. The Bidder further certifies that if the Bidder becomes aware of information bearing on whether a potential conflict may exist, that Bidder shall immediately provide RTI with a disclosure statement describing this information.
4. Business Size and Classification(s) – The Bidder certifies that is has accurately and completely identified its business size and classification(s) herein in accordance with the definitions and requirements set forth in FAR Part 19, Small Business Programs.
5. Prohibition of Segregated Facilities - The Bidder certifies that it is compliant with FAR 52.222-21, Prohibition of Segregated Facilities.
6. Drug-Free Workplace – The Bidder certifies that it complies with the Drug-Free Workplace Act of 1988 (45 CFR Part 76, Subpart F) and, further, understands that any violation of the prohibitions of this Act is a breach of contract and can result in default action.
7. Federal Civil Rights Act – The Bidder certifies that it conforms to the provisions of the Federal Civil Rights Act of 1964, as amended and does not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, or disabilities.
8. Americans with Disabilities Act – The Bidder certifies that it complies with the Americans with Disabilities Act.
9. Equal Opportunity – The Bidder certifies that it does not discriminate against any employee or applicant for employment because of age, sex, religion, handicap, race, creed, color or national origin.
10. Labor Laws – The Bidder certifies that it is in compliance with all labor laws, including but not limited to the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act regarding overtime compensation.
11. Federal Acquisition Regulation (FAR) – The Bidder certifies that it is familiar with the Federal Acquisition Regulation (FAR) and is in not in violation of any certifications required in the applicable clauses of the FAR, including but not limited to certifications regarding lobbying, kickbacks, equal employment opportunity, affirmation action, and payments to influence Federal transactions.
12. Employee Compliance – The Bidder warrants that it will require all employees, entities and individuals providing services in connection with the performance of an RTI Purchase Order to comply with the provisions of the resulting Purchase Order and with all Federal, State, and local laws and regulations in connection with the work associated therein.

The information contained in this offer is current, accurate and complete to the best of my knowledge and belief. Bidder further agrees to fully comply with the terms and conditions set forth in the Master Services Agreement Contract (Attachment E) and all applicable federal clauses included herein.

Name of Authorized Official

Title

Signature

Date

Attachment “B”
Instruction to Bidders

RTI International (RTI) is seeking proposals from qualified and responsible companies interested in providing the work described in this Request for Proposal (RFP). Your proposal submission shall be made in accordance with the instructions outlined in this attachment. Bidders shall submit proposal via e-mail w/ attached document in MS Word to Heather Sidden, Procurement Specialist – Corporate Procurement, no later than 2:00 PM Eastern Daylight Time (EDT) on January 18, 2010 at RTI International, Research Triangle Park, North Carolina. 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 Heather Sidden, by email at hsidden@rti.org no later than 2:00 PM EDT on January 11, 2010; phone inquiries will not be entertained. RTI will not make exceptions for any delay. Late proposals will not be considered. Bidders must submit the offer in accordance with the instructions contained herein, stating that quoted fixed price(s) shall remain valid for a minimum period of 90 days.

A. Proposal Overview

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified firms to conduct an Environmental Health and Safety Audit for a one-time engagement under a Master Services Agreement.

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

B. Administrative Details and General Instructions:

All proposals shall be prepared in two volumes: a technical volume and a price/business volume. Each volume (A and B) shall be separate and complete in itself so that evaluation of one may be accomplished independently from evaluation of the other. The technical volume must not contain reference to price. Incomplete proposals: Bidders who fail to submit a complete proposal may be excluded from the competition and thus receive no further consideration for award.

Volume A – Technical Volume: The Bidder’s technical proposal shall completely address all requirements set forth below and in the Technical Specifications/Services Statement of Work (Attachment F) of this RFP.

References

1. Provide a minimum of three current clients comparable in scope and size to RTI.
2. Provide a minimum of three previous clients comparable in scope and size to RTI.
3. For each client, specify:
 - a. The name of the organization and contact
 - b. The e-mail, street address, and phone number of the contact.
 - c. The organization’s industry and estimated size in terms of employees.
 - d. The type of equipment and/or service provided (domestic and/or international)
 - e. The date your company first provided equipment and/or service to this organization

C. Factors:

Factor 1: The completeness and accuracy of the Bidder’s technical approach toward satisfying the Work requirements set forth in Attachment F and the Master Services Agreement (Attachment E)

- Factor 2: The acceptability, reasonableness and realism of the Bidder's proposed Work and delivery schedule
- Factor 3: Any service "warranties" offered by the Bidder
- Factor 4: The composition, technical skill and experience of the Bidder's personnel who will perform the Work
- Factor 5: The skill, experience and qualifications of the Bidder's Project Manager as well as the proposed RTI audit team.
- Factor 6: Relevant past performance on other like work previously performed by Bidder for other customers. Bidders must have an acceptable and verifiable past performance record. The RTI Procurement Officer 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 7: Financial Stability

Volume B – Price/Business Volume: The Bidder's price/business volume shall provide a firm fixed price for the services set forth in the Scope of Work.

- A. Representations and Certifications: Bidders shall fully complete, sign and return the attached Representations and Certifications document with your offer. The person executing this document shall have binding contractual signatory authority for your firm.
- B. Offer: Bidder shall fully complete and sign the "Offer" document attached as Attachment C.
- C. Pricing: Bidder shall fully complete the "Pricing" attached as Attachment D.
- D. Master Services Agreement (Attachment E): Bidder shall review and sign the Contract document attached as Attachment E. The signatory authority shall have binding contractual authority for the Bidder's firm. In the event Bidder provides exceptions to any of the terms and conditions contained in the Master Services Agreement, these exceptions will be included in the Bidder's Price/Business Volume and identified as "Exceptions to Terms and Conditions Presented in the Master Services Agreement". RTI is under no obligation to change the terms presented in this RFP, and the Bidder's exceptions to terms provided herein may be deemed by RTI as a non-responsive bid and rejected. RTI also reserves the right to modify the RFP to provide all Bidders a fair opportunity to revise their proposals in the event a specific term, specification or requirement requires revision. However, RTI also reserves the right to award the Contract without further revisions or discussions with Bidders responding to the RFP.
 - 1. Award shall be made to the Bidder who submits the "best value" offer in terms of price, service, past performance, and other factors.
 - 2. Note: RTI intends to make award without discussions. Accordingly, Bidders are cautioned to read the RFP Instructions, Statement of Work/Technical Specifications/Bill of Quantities, and Master Services Agreement carefully to ensure their offers contain all information required. Because Bidders are unlikely to be given the opportunity to submit a revised proposal, their price proposal should reflect their best prices. RTI will issue a Contract and Purchase Order incorporating the documents set forth in this RFP to the winning Bidder.
- E. Evaluation criteria: RTI will be evaluating all bids received fairly for determining "best value" to RTI. Scoring Criteria for this bid evaluation will be:
 - 1. Submittals related to Volume A & B above

2. Pricing & Cost Evaluation
3. Relevant, recent knowledge and experience of proposed contractors. Please submit the Resumes/CV's of the individuals who are proposed on this engagement. Also, state whether the proposed individuals are United States Citizens.
4. Timeline/Schedule
5. References from similar projects in the North Carolina area that are similar in scope to RTI's (as defined in the Statement of Work).

Attachment "C"
Form of Offer

The Bidder 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 Master Services Agreement, the Statement of Work, Technical Specifications, and Bill of Quantities 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 Contract, Statement of Work, Specifications, and Bill of Quantities as set forth in attached pricing structure.
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 bidders used by the US 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. Bidder 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 _____ 20____.

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 “D”
Pricing**

The Bidder shall prepare and submit pricing summaries in accordance with the following:

Please provide a total cost for the work outlined in Attachment “F”.

Attachment “E”
Master Services Agreement

3040 Cornwallis Rd.
Research Triangle Park, NC 27709



<u>Contractor Information</u> Company Name: Address: City: State: Zip: Country: <u>Business Size:</u> ☐ Small ☐ Large <u>Business Classification:</u> ☐ Nonprofit ☐ Educational Institution ☐ Foreign Entity ☐ Woman-Owned ☐ Small-Disadvantaged* ☐ Veteran Owned ☐ Service-Disabled Veteran Owned* ☐ HUB Zone *Copy of certification must be submitted.	<u>Contract Information</u> Type of Contract ☒ New ☐ Renewal Term of Contract One-Time Engagement under Master Services Agreement Contract Start Date March 1, 2010 Contract End Date March 1, 2011 RTI Contract Number 888-10-11-01
This Contract is between RTI International (hereinafter referred to as RTI), a nonprofit organization, and «Company_Name», acting as an independent Contractor and not as an agent of RTI International, (referred to throughout as “contractor”). Contractor agrees to deliver all items and perform all services in accordance with the following Articles. This contract is a Master Services Agreement intended to contain only one Statement of Work (SOW). 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. IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives. Accepted By:	
<u>Contractor Contractual Personnel:</u> Name: Phone: Title: Date:	<u>RTI Contractual Personnel:</u> Name: Phone: Title: Date:
Signature:	Signature:

MASTER SERVICES AGREEMENT

This Master Services Agreement is hereby entered into by and between Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its affiliates and

1.0 DEFINITIONS

- 1.1 **“Agreement”** means this Master Services Agreement, including all documents specifically referenced herein.
- 1.2 **“PO”** means the purchase order issued under this Agreement by an authorized RTI representative.
- 1.3 **“Prices”** means the agreed upon payment and currency for the performance of Services by Supplier, including all applicable fees, payments and Taxes, as specified in the relevant SOW.
- 1.4 **“RTI”** means Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its subsidiaries.
- 1.5 **“Services”** means services described in the SOW that Supplier performs based upon a PO.
- 1.6 **“SOW”** means a mutually signed statement of work incorporating the terms of this Agreement and setting forth additional terms and conditions applicable to Services set forth in that SOW.
- 1.7 **“Supplier”** means the party contracting with RTI under this Agreement (as specified in the preamble above).
- 1.8 **“Taxes”** means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services under this Agreement.

2.0 ORDERING

- 2.1 **POs.** Supplier will perform Services only as specified by RTI in a PO. Prices for Services ordered by RTI pursuant to a PO will be the only amount due to Supplier from RTI under this Agreement. Supplier agrees to accept all POs that conform to the terms and conditions of this Agreement.
- 2.2 **Invoices.** Supplier certifies that each invoice issued by it shall be based solely on Services actually performed by Supplier ordered pursuant to a PO, and that no part or portion of any invoice represents or is attributable to any payment, gift, gratuity or other thing of value given to any person, organization, entity or governmental body (except for those payments required by law). Supplier’s invoices shall state applicable Taxes owed by RTI, if any, by tax jurisdiction and with a proper breakdown between taxable and non-taxable Services. Supplier shall remit such tax payments to the appropriate jurisdiction. Supplier will indemnify RTI from any claims by any jurisdiction relating to Taxes paid by RTI to Supplier; and for any penalties, fines, additions to tax or interest thereon imposed as a result of Supplier’s failure to remit the Taxes in a timely manner to the appropriate taxing jurisdiction or for Supplier’s failure to invoice RTI for the correct amount of Taxes. Supplier will keep records to validate invoices hereunder for a period not less than five (5) years from the date of the relevant invoice. RTI reserves the right to audit all invoices, and Supplier shall afford reasonable access to all supporting documentation to enable RTI to do so. RTI will make any payments due under this Agreement thirty (30) days after its receipt of a valid invoice from Supplier provided such invoice from Supplier complies with the requirements of this Agreement and accurately represents the Agreement number as well as the number of the relevant PO(s).

3.0 WARRANTIES

Supplier warrants that it has the right to enter into this Agreement and that Services shall be supplied in a professional and highly skilled manner and to standards not less than those generally accepted in Supplier’s industry. If Supplier fails to perform Services as required by this Agreement in a timely manner, RTI may do so and Supplier will reimburse RTI for actual and reasonable expenses.

4.0 COMPLIANCE

- 4.1 **Laws.** Supplier shall comply with all laws and regulations of Federal, State, or local governments in connection with this work. Supplier shall give all notices and obtain all permits and licenses required under such laws. The anti-bribery provisions of the Foreign Corrupt Practices Act of 1977 (“FCPA”), 15 U.S.C. §§ 78dd-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. Supplier acknowledges and understands that he/she must comply fully with the anti-bribery provisions of the FCPA. Specifically, Supplier understands and agrees that it shall be unlawful for Supplier to pay, 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. Supplier understands all applicable laws relating to kickbacks. Supplier agrees to periodically verify its compliance with such laws and to inform RTI immediately of any

violations thereof. Supplier shall take affirmative action in compliance with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

4.2 Exports. Supplier agrees to comply with all U.S. export control laws and regulations, specifically including but not limited to, the requirements of the Arms Export Control Act, 22 U.S.C. 2751-2794, including the International Traffic in Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Supplier agrees to notify RTI if any deliverable under this Agreement is restricted by export control laws or regulations. Supplier shall immediately notify RTI if Supplier is, or becomes listed in any Denied Parties List or if Supplier's export privileges are otherwise denied, suspended, or revoked in whole or in part by any U.S. Government entity or agency. Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including attorney's fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Supplier, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this section. Supplier shall include the terms of this section in all subcontracts issued when technical data is provided to such subcontractors.

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

5.0 INTELLECTUAL PROPERTY

The parties acknowledge and agree that all work performed under the Agreement shall be deemed to be a "work for hire", with all intellectual property rights therein vesting in RTI. Supplier agrees to irrevocably transfer and assign all such rights to RTI, and comply with all reasonable requests by RTI to affect such transfer and assignments.

6.0 EXCHANGE OF INFORMATION

6.1 Confidentiality. Supplier agrees that all personal information provided by RTI or any of its employees is confidential and may not be disclosed without the express written permission of RTI. Supplier will ensure it has adequate measures in place to protect the confidentiality of such information in accordance with all laws and standards to which RTI and Supplier are subject.

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

7.0 INSURANCE

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

7.2 Minimums. As a minimum, Supplier shall provide and maintain the following insurance coverage and insurance coverage limits:

(1) **Worker's Compensation:** Supplier shall provide and maintain worker's compensation insurance as required by the laws of the applicable jurisdiction, as well as employer's liability coverage with minimum limits of \$1,000,000 (or an equivalent value in the local currency), covering all of Supplier's employees who are engaged in any work under the Agreement; and if any work is subcontracted, Supplier shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under the Agreement.

(2) **Commercial General Liability:** Supplier shall maintain general liability coverage on a comprehensive broad form on an occurrence basis in the minimum amount of \$1,000,000 (or an equivalent value in the local currency) combined single limit (where the defense is in excess of the limit of liability).

(3) **Automobile:** Supplier shall maintain automobile liability insurance to include liability coverage, covering all owned, hired and non-owned vehicles used in connection with the Agreement, and the minimum combined single limit shall be \$1,000,000 (or an equivalent value in the local currency) bodily injury and property damage, including: (a) \$500,000 (or an equivalent value in the local currency) uninsured/underinsured motorist; and (b) \$5,000 (or an equivalent value in the local currency) medical payment.

8.0 LIABILITY

Supplier shall indemnify and hold RTI free and harmless from any losses, damages, liabilities and costs (including, without limitation, legal fees and disbursements), and amounts agreed upon in settlement or awarded in connection with any claim, suit or proceeding, either attributable to any act or omission of Supplier and/or any of Supplier's employees, subcontractors, or subcontractors' employees, including, but not limited to, any of such which arise from any injury or death to persons or loss of or damage to property, and which are in any way connected with or arise out of this Agreement or the performance of Services. Notwithstanding anything to the contrary, the parties agree that the limitations of liability included in the Agreement do not apply to RTI's remedies under this section. Except as otherwise set forth in this Agreement, in no event shall RTI or Supplier be liable to the other for either incidental or consequential damages.

9.0 TERM AND TERMINATION

9.1 Term. The term of this Agreement shall commence on March 1, 2010 and shall expire on March 1, 2011, unless sooner terminated as provided hereinafter. To the extent that any Services have not been completed pursuant to a PO during the term of the Agreement, all of the provisions of this Agreement shall continue to govern such Services.

9.2 Survival. All obligations and liabilities which, by their nature, are intended to survive the expiration or the earlier termination of the term of this Agreement shall remain in effect beyond any expiration or termination.

9.3 Termination for Convenience. Upon thirty (30) days written notice to Supplier (unless a longer notice period is expressly required in a SOW or PO, in which case such longer notice period shall apply), RTI may terminate this Agreement or any portion thereof for its convenience, without obligation or liability of any nature except to make payments to Supplier which are owed to Supplier prior to the effective date of termination specified in such notice. If so requested in such written notice of termination, Supplier shall perform any Services specified in the notice, and the terms of this Agreement shall continue to govern such Services; otherwise, Supplier shall use its best efforts to conclude its activities and minimize any charges prior to the effective date of termination. Upon sixty (60) days written notice to RTI, Supplier may terminate this Agreement for its convenience.

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

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

10.0 GENERAL

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

10.2 Notices and Consents. All notices and consents required to be given or made by the parties shall be sent to the addresses specified by each party in the SOW, and, shall be deemed received on the fourth day after deposit or when actually received, whichever is sooner.

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

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representatives.

ACCEPTED BY:

RESEARCH TRIANGLE INSTITUTE	_____
By: _____	By: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Dates: _____

STATEMENT OF WORK NUMBER ONE ("SOW #1")**TO
MASTER SERVICES AGREEMENT
BETWEEN****RESEARCH TRIANGLE INSTITUTE AND _____**

This SOW #1 adopts and incorporates by reference the terms and conditions of the Master Services Agreement between Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its affiliates and _____, with an effective date of _____.

1.0 SCOPE

This SOW #1 will operate as the first PO under this SOW #1. Pursuant to this SOW #1 and the PO herein, the parties agree that Supplier will:

- (a) _____, and,
- (b) _____, and,
- (c) _____.

For any other document to operate as a PO under this SOW #1, such document must: (1) be identified as a PO under this SOW #1, and, (2) contain the signature of an authorized representative of RTI. No other document shall be deemed a PO for purposes of this Agreement, and RTI will not be responsible for making any payments to Supplier other than as expressly set forth in a PO.

2.0 COMMUNICATIONS

Each party may change its designated coordinators and/or addresses any time by a written notification to the relevant coordinator.

SUPPLIER		RTI	
Name		Name	
Address		Address	
Phone		Phone	
E-mail		E-mail	

ACCEPTED BY:**RESEARCH TRIANGLE INSTITUTE**

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

About RTI International

RTI International is one of the world’s leading research institutes, dedicated to improving the human condition by turning knowledge into practice. Our more than 2,800 professionals provide research and technical services to governments and businesses in more than 40 countries in the areas of health and pharmaceuticals, education and training, surveys and statistics, advanced technology, international development, economic and social policy, energy, and the environment. For more information, visit www.rti.org.

RTI International is a trade name of Research Triangle Institute.

FY 2010 ENVIRONMENTAL HEALTH AND SAFETY (EHS) AUDIT

Scope of Work:

RTI would like to engage a firm to conduct an environmental health and safety audit with primary focus on our laboratory environments. RTI has chemistry, biochemistry, and microelectronic laboratories, and the audit will require the selected party to observe and evaluate 10 to 15 laboratories. The selected independent party will:

- Evaluate RTI’s policies, procedures, and practices governing environmental health and safety against regulatory requirements and industry best practices.
- Assess RTI’s health and safety programs.
- Evaluate the risk management structure supporting environmental health and safety.
- Evaluate the quality, comprehensiveness, and administration of health and safety training programs and records.
- Assess the physical security of laboratories and other sensitive areas (Note: it is not necessary to bring a separate Security Professional).
- Assess the health and safety of our laboratory environments.
- Ensure appropriate safety measures are in place for transporting, storing, handling, and disposing of hazardous materials.
- Verify an adequate incident management plan is in place.
- Assess the staffing levels required for programs in place and envisioned using benchmark data from other similar organizations.
- Assess the anticipated level of effort required to accomplish any corrective actions indicated as a result of the audit.

In addition to the above scope, the selected party will be expected to deliver the following:

- Conduct an opening, kickoff meeting at the beginning of the engagement with RTI management and Office of Internal Audit (OIA);
- Hold interim audit status meetings with RTI management and OIA;
- Conduct a closing or exit meeting at the end of the engagement with RTI management and OIA;
- Provide a final audit report (5 hard copies and 1 electronic) to RTI’s Corporate Legal Counsel with observations categorized as follows:
 - o By level of risk (i.e., high, medium, low); and
 - o By regulatory, non-regulatory best practice, and other.