

Global Supply Chain Supplier Handbook



RTI International

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Disclaimer: This Supplier Handbook is intended for informational purposes only. This is not a contractual document. None of the content of this document is intended to override those of any signed Supplier Agreement.



Message from RTI International's Chief Procurement Officer

Welcome to RTI International's Global Supply Chain Supplier Handbook. RTI is an independent, nonprofit institute that provides research, development, and technical services to government and commercial clients worldwide. RTI recognizes that our success as a company is supported by many strong and diversified suppliers. We value our relationship with our suppliers and have prepared this handbook to familiarize you with our company, culture, and business operations.

As an international research company, RTI procures many different goods and services to support our business. RTI suppliers are expected to deliver high-quality service, demonstrate technical knowledge, and make continuous improvements. The relationship between RTI and our suppliers is built on mutual trust, integrity, and a commitment to providing our customers with outstanding service and performance. Therefore, we actively seek suppliers who are flexible, committed to growing their relationships, and focused on their customers. In return, we provide the support, information, and resources needed to help our suppliers satisfy these expectations and to jointly achieve our goal of mutual customer satisfaction.

We ask our suppliers to review this handbook carefully. It provides the guidelines for a successful partnership aimed at fully meeting the expectations of RTI and its customers. We also welcome and encourage innovative feedback and ideas from our suppliers. Please feel free to contact me or your RTI Supply Chain Specialist to provide suggestions on how to improve the content of this handbook.

With our suppliers' partnership and commitment to providing superior performance and service to RTI, we will succeed in our mission to deliver outstanding research and technical services to our customers. At the same time, we hope to have a long-term and beneficial relationship with you, our suppliers. Thank you for your interest in doing business with RTI and for taking the time to review this handbook.

Sincerely,

Paul R. Dries II Senior Director

Chief Procurement Officer

RTI International

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Acronyms

ANC: Alaska Native Corporation

CAR: Corrective action request

CCR: Central Contractor Registration

E&O: Errors and omissions

EPLS: Excluded Parties List System

FCL: Facility clearance

FCOI: Financial conflict of interest

FAR: Federal Acquisition Regulation

FedReg: Federal Agency Registration

IP: Intellectual property

IT: Indian Tribes

MDR: Materials disposition report

MSA: Master service agreement

NDA: Non-disclosure agreement

NICRA: Negotiated indirect cost rate

agreement

NISPOM: National Industrial Security

Program Operating Manual

OCI: Organizational conflict of interest

ORCA: Online representations and certifications application

PLUS: RTI's Partner Link-Up System

PO: Purchase order

SAM: System for Award Management

SDB: Small disadvantaged business

SDVOSB: Service-disabled veteran-owned

small business

STEP: Smart Traveler Enrollment Program

VOSB: Veteran-owned small business

WOSB: Woman-owned small business

Definitions

Federal Acquisition Regulation (FAR): The FAR is the primary regulation for use by all federal executive agencies in their acquisition of supplies and services with appropriated funds. The FAR applies to all acquisitions as defined in Part 2 of the FAR, except where expressly excluded.

Negotiated Indirect Cost Rate Agreement (NICRA): An agreement approved by a federal agency that determines the rate and the base of application for which a supplier can recover indirect costs.

Supplier Agreement(s): As used in this handbook, includes any contractual document with any dollar value associated to it. RTI agreements for goods and services use various forms of contractual agreements and contract types, including, but not limited to, the following:

- · Consulting agreements
- · Master service agreements
- Purchase orders (POs)
- Subcontracts
- Subgrants
- · Subagreements.

Supplier(s): As used in this handbook, this term encompasses vendors, consultants, subcontractors, subawardees, subrecipients, subgrantees, or any other third party doing business with RTI.



Corporate Principles, Ethics, Confidentiality, and Other Legal Obligations

RTI Principles and Key Policies

Anyone who does business on behalf of RTI must comply with our Code of Conduct. This includes our employees, suppliers, and other partners worldwide.

- RTI's Code of Conduct
- RTI's Ethics Policy
- RTI's Values
- RTI's Quality Policy

RTI's Ethics Helpline can be reached toll free at 1.877.212.7220 or via email at ethics@rti.org.

Compliance with Laws

Suppliers must comply fully with all applicable national and local laws, rules, and regulations when working with RTI.

Anticorruption

Suppliers must conduct business ethically and legally and must not engage in or condone bribery, corruption, kickbacks, or unethical business practices in any manner.

- RTI prohibits its employees, anyone
 associated with RTI, and members
 of their immediate families from
 accepting or soliciting any benefit
 (i.e., gifts) from a supplier or potential
 supplier that might compromise,
 or even appear to compromise, the
 objective assessment of the supplier's
 product or service.
- Suppliers must never provide payments or gifts of any kind to RTI employees to obtain a new contract (or PO), modify an existing contract, or obtain favorable treatment.

Suppliers must comply at all times with the Foreign Corrupt Practices Act, the UK Bribery Act, and any other applicable local anticorruption laws, rules, and regulations if work will be performed outside of the United States.



- Specifically, it is unlawful for suppliers to promise, offer, or pay anything of value to a government official, political party, or any business or individual in the private sector in order to obtain or retain business or secure an improper advantage on behalf of RTI.
- Additional information on the Foreign Corrupt Practices Act and the UK Bribery Act can be found online.



Reporting Violations

Unethical conduct by employees of the supplier and its lower-tier suppliers weakens RTI's integrity and reputation as well as our ability to do important work all over the world. When a supplier commits to working with RTI, the supplier commits to maintaining RTI's integrity. If a supplier becomes aware of conduct that might violate RTI's Code of Conduct or that could violate the law—including acts of fraud, theft, corruption, conflicts of interest, false claims, other criminal acts, and significant overpayments—suppliers are obligated to report the situation to the RTI Chief Ethics Officer using the contact information below.

- Failure to comply with these reporting obligations could result in the cancellation of the business relationship and all future dealings with RTI.
- Suppliers can report violations through the RTI Ethics Helpline by calling 919.541.7070 or confidentially by emailing ethics@rti.org.

Conflict of Interest

Suppliers must not enter into transactions with RTI or RTI staff that create a conflict of interest or could create the appearance of impropriety between RTI, RTI staff, and a supplier. A conflict of interest is any situation that could impair you or your organization's objectivity, impartiality, or ability to make good business decisions. RTI employees are required to disclose actual and potential conflicts of interest, and we expect suppliers to do the same.

- Organizational conflict of interest (OCI): Such a conflict of interest arises when, because of other activities or relationships with other organizations, an organization is unable or potentially unable to render impartial assistance or advice, or the organization's objectivity in performing the contract work is or might be otherwise impaired, or an organization has an unfair competitive advantage.
- Financial conflict of interest (FCOI):
 Such a conflict of interest arises when personal financial interests could potentially affect or be perceived to affect professional judgment.

Confidentiality and Protection of Information

When doing business with RTI, suppliers often have access to data and other information that are confidential or proprietary to RTI and its client. All such data and information shall be considered the sole property of RTI and RTI's client.

Many RTI contracts contain terms restricting publishing rights and the release of information that may be considered confidential or proprietary. These terms are usually imposed by RTI's client and must "flow down" into the supplier's contract. University suppliers are most affected by terms restricting publication rights.

Suppliers may be required to sign a non-disclosure agreement (NDA) in addition to a contract or PO when conducting business with RTI. Generally, the duration of the obligations of confidentiality and non-disclosure under a non-disclosure agreement remain in effect for 5 years.



For supplier agreements that carry security requirements, such as those under the National Industrial Security Program, background investigations of supplier personnel or a facility clearance (FCL) may be required. The type of investigation and how closely an individual is screened are determined by the type of information, facilities, or IT systems to be accessed. The federal government conducts investigations to establish that personnel employed by the government, or working for the government under contract, are suitable for the position and are eligible to access certain types of information or facilities. RTI's Industrial Security Office works to assure that information or materials that require protection are not shared with or made known to unauthorized persons.

- Facility clearance: Based upon security requirements, suppliers may need an FCL in accordance with the National Industrial Security Program Operating Manual (NISPOM, DOD 5220.22-M). In the event a supplier does not have the appropriate FCL or safeguarding capability, RTI's Industrial Security Manager will request that the supplier's cognizant security agency take the necessary action to obtain or upgrade the supplier's FCL.
- For information on the shipping of information to RTI, see the "Shipping and Delivery" section.

Intellectual Property

Any terms and conditions related to intellectual property (IP) rights and ownership will be covered in the Supplier Agreement, if applicable.

Some projects conducted by RTI require collaboration and partnering with other suppliers. In the performance of work done on these projects, the results may produce



intellectual property, such as patents, copyrights, trademarks, and trade secrets.

Rights and ownership of any IP created as part of a collaborative project will vary based on type of supplier entity, the supplier's role, and the source of RTI's funding for the project.

It is the policy of the U.S. government to promote the commercialization of patentable results of federally funded research by granting to suppliers, regardless of size, the title to patents made in whole or in part with federal funds, in exchange for royalty-free use by or on behalf of the government. Under this policy, the supplier may, after disclosure to the government as required by the patent rights clause included in the Supplier Agreement, elect to retain title to any invention made in the performance of work under such contract.

Suppliers should carefully review all Federal Acquisition Regulation (FAR) patent rights clauses contained in RTI contractual documents.



Supplier Registration and Onboarding Process



PLUS Registration

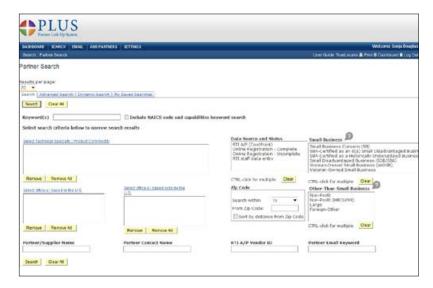
Working with RTI can be a beneficial and rewarding experience for your business. The quickest and most important way to boost your opportunity to partner with RTI is by submitting a completed profile through our Partner Link-Up System (PLUS).

- Through PLUS, RTI retains your company's information and makes it available to our proposal leaders and project managers, who are the partnering decision makers. All RTI employees have access to PLUS. PLUS is considered a valuable tool for many of our staff in finding team members and for delivering on what we promised our clients. Ultimately, RTI partners with firms based on their abilities to match our clients' needs.
- Important: Registration with PLUS does not obligate RTI to award any contracts to any registered suppliers.

System for Award Management (SAM) Registration

Many federal agencies are now requiring suppliers working under federal awards to be registered with SAM—the official, free, online registrant database for the U.S. federal government.

- SAM collects, validates, stores, and disseminates data in support of federal agency acquisition and award missions.
- SAM replaces the following standalone sites and thus now provides a central portal for all information previously housed within the Central Contractor Registration (CCR)/Federal Agency Registration (FedReg), Online Representations and Certifications Application (ORCA), and the Excluded Parties List System (EPLS).





Although SAM serves as an information repository and eliminates the need for many separate information requests, RTI is required by the U.S. government to collect and maintain a small business self-certification for suppliers claiming their status to be a small business. RTI's PLUS allows suppliers to validate whether they are small businesses and provides a self-certification during the registration process.

Financial Assessments

It is RTI's responsibility as the prime contractor to be a good steward of our clients' funding. As such, an assessment of potential suppliers' financial stability and solvency is a component of our expected due diligence. This obligation is ongoing, and it will be the supplier's responsibility to keep RTI apprised of changes in financial status. RTI's review of the supplier's financial stability, which occurs both at the time of the initial engagement and throughout the period of performance stated in the agreement, is accomplished using the following tools:

- Dun & Bradstreet Business Credit Report: One tool used by RTI to assess the risk of working with a supplier is a Dun & Bradstreet Business Credit Report, which provides a snapshot of the supplier's financial health and visibility into any pending lawsuits, liens, or judgments. This report is available to RTI via a subscription with Dun & Bradstreet and requires no action on the supplier's part.
- RTI financial questionnaire: Another tool used by RTI to evaluate the financial health of a potential supplier is the RTI financial questionnaire. This form is an internal RTI tool. It may be provided to the supplier for completion should the information returned in the Dun & Bradstreet Business Credit Report be insufficient to conduct a proper financial assessment.

 Audited and unaudited financial statements: RTI may request copies of the supplier's current and past audited or unaudited financial statements.

Restricted Party Screening

One of the first steps in RTI's expected due diligence when evaluating a potential supplier is to ensure that the supplier is not debarred currently from receiving federal funding and does not appear on any excluded party lists.

- In addition to reviewing the exclusion records provided by SAM, RTI uses an online tool to perform restricted party screening. This software service allows RTI to submit names of potential suppliers to be screened automatically against more than 60 mandatory restricted and denied parties lists maintained by the U.S. government, world organizations (e.g., United Nations and World Bank), law enforcement agencies (e.g., Interpol and the Federal Bureau of Investigation), and governments of international allies (e.g., European Union and Japan).
- These lists prevent business dealings with suppliers (individuals and organizations) deemed as blocked; restricted; or denied by governments, global organizations, and law enforcement bodies.

Indirect Cost Reimbursement (NICRA Requirements)

Any supplier being awarded costreimbursable work under a federally funded contract or grant needs a negotiated indirect cost reimbursement agreement (NICRA).

 Indirect costs are costs an organization incurs for common or joint objectives that cannot be readily and specifically identified with a particular project or other institutional activity.





- Typical indirect costs include the costs of operating and maintaining facilities, equipment, and grounds; depreciation or use allowances; and administrative salaries and supplies.
- These costs are usually charged to the Supplier Agreement as a percentage of some or all of the direct cost items in the supplier's budget. This percentage is called the indirect cost rate and is used to distribute indirect costs to all projects benefiting from those costs.

Insurance

Suppliers are required to carry appropriate insurance coverage whenever work or services are performed at or for RTI. Insurance coverage is included as a requirement in all supplier agreements and shall be maintained during the entire term of the agreement. Lastly, RTI requires a certificate of insurance as evidence of coverage prior to the commencement of work.

In addition to the coverage set forth below, other coverage may be required based on the work to be performed. For example, errors and omissions (E&O) insurance may be required for work involving patient contact, such as blood draws. Furthermore, certain prime contracts or clients may contain specific insurance requirements that exceed the types or amounts set forth as follows.

- Insurance coverage requirements:
- Domestic coverage types and minimums: For any suppliers based in or performing work in the United States, the following minimum types of insurance are required:
- Automobile Liability (minimum \$1,000,000)
- General Liability (minimum \$1,000,000)
- Workers' Compensation (minimum statutory coverage)
- Employers' Liability (minimum \$1,000,000).
- International coverage types and minimums: For suppliers based and working outside the United States, RTI currently requires the same minimum level of coverage required by the World Bank.
- RTI also requires all suppliers to name RTI as an "additional insured." RTI is not asking to be a "named" insured on the supplier's policy, but rather just to be designated as "additionally insured" because it relates to the specific work being performed for RTI. This language is included in all RTI supplier agreements to protect RTI in the event a third party files a damage/ injury claim against RTI based on actions of the supplier. In this event, the supplier's policy must be the first to take a step in defending RTI. The designation comes at no cost to the supplier and prevents unnecessary litigation, expense, and time consumption.



RTI Signatory Authority Policies and Contract Management

RTI's Office of Proposal, Project, and Procurement Services, Chiefs of Party, and Deputy Chiefs of Party have been delegated the authority to sign, commit, and be responsible for all documents leading to, or incident to, the purchase of materials and services for RTI.

- The designated RTI contractual representative is the only person with the authority to direct changes under all contractual agreements.
- Project managers and principal investigators cannot authorize suppliers to make changes in scope, periods of performance, places of performance, cost, or funding.
- All matters affecting the terms and conditions of POs, contracts, and the administration thereof shall be referred to the RTI contractual representative.
- When, in the opinion of the supplier, technical direction calls for effort outside the scope of the Statement of Work, the supplier shall notify the RTI contractual representative and the RTI principal investigator or project manager of the technical direction in writing. The supplier shall not proceed with such direction until authorized by the RTI contractual representative.

Working at Risk

Only a person with specific delegated procurement authority can make a commitment on behalf of RTI. Prior to having a fully executed agreement in place, the supplier performs any work at his or her own choice and risk. Any verbal or written promise or commitment to the contrary is nonbinding. Suppliers performing

work for RTI without a fully executed Supplier Agreement should understand the following:

- RTI agrees to negotiate, in good faith and a timely manner, agreements containing the necessary flow-down provisions from and subject to applicable terms and conditions of the prime contract under which RTI is performing.
- Prior to the establishment of an executed agreement, both RTI and its suppliers are responsible for their own costs and actions and neither is relying on, or liable to, the other in any way or has any right to claim reimbursement, payment, or indemnification of the other.
- In the event that negotiations do not result in an agreement, each party remains responsible for its own costs and actions without any rights or claims against the other.

Small Business Partnering Opportunities

At RTI, we understand the importance of small business. Small businesses play an essential role in many of our projects. RTI wants to partner with energetic and motivated companies that bring the greatest value to our clients. Hundreds of small businesses partner with RTI in its mission to improve the human condition by turning knowledge into practice.

 Our small business partnering strategy is dedicated to finding the best project partners and strategic suppliers during the beginning stages of RTI's business development process. The ideal partner is ready and able to serve as a key collaborator throughout the capture and proposal development phase.





- As a large federal contractor, RTI
 requires a small business selfcertification. If you are interested in
 working with RTI, the submission of
 a complete PLUS profile can facilitate
 the team partnering process. PLUS
 offers you the option to provide RTI
 with the required small business selfcertification.
- Suggested small business development process.

RTI welcomes the following types of potential project partners:

- Small business concerns
- Small disadvantaged businesses (SDBs), including Certified 8(a) SDBs
- Minority-owned Asian American, Hispanic American, Black American, Native American—owned small businesses
- Certified historically underutilized business zone (HUBZone) small businesses
- Woman-owned small businesses (WOSBs)
- Veteran (VOSBs) and service disabled veteran-owned small businesses (SDVOSBs)

- Service disabled and veteran-owned small businesses must upload to their PLUS profile a valid copy of the Military Service Record DD Form 214 or a card/certificate issued by a state or federal agency confirming the validity of the owner's military veteran status
- Alaska Native Corporations and Indian Tribes (ANCs and ITs).

Note regarding business size assertions: Except for the HUBZone category, which requires a valid certification from the Small Business Administration, all other prospective small business socioeconomic statuses for suppliers are self-certified through PLUS and do not need a third-party certification.

Supplier Agreement Types

RTI considers many factors in selecting and negotiating a supplier agreement type. These include the type and complexity of the requirement, period of performance, the supplier's technical capability and financial responsibility, and the overall value of the purchase.

After giving careful consideration to these factors, RTI would use one or a combination of the following agreement types:

- Cost reimbursement (includes cost plus fixed fee, cost sharing, and cost plus award and incentive fee): The supplier should provide a budget with estimated costs and bill for direct and indirect costs incurred. Indirect cost rates should be approved by the government (NICRA) or another RTI-approved entity.
- Fixed price: The supplier gives one set price for the scope of work.
 Payment is made at the completion of milestones contained in milestone payment schedule of the Supplier Agreement.

- Time and materials: The supplier should provide a budget for their estimated labor and materials and bill accordingly. Labor is billed at fully loaded hourly rates (includes wages, overhead, G&A, and profit).
- Subcontracts, subagreements, and subgrants
- POs

Master Service Agreements (MSAs)

RTI also negotiates and awards MSAs with suppliers who have a strategic, frequent, and long-term relationship with RTI. MSAs facilitate and reduce the time and burden it takes to negotiate and award individual Supplier Agreements. An MSA allows RTI to issue task orders, POs, and even consulting agreements more quickly than it would be to prepare and negotiate a new individual agreement.

- The terms and conditions of an MSA largely mirror those currently included in RTI's standalone agreements.
- Each task order issued under an MSA contains the flow-down clauses from RTI's prime contract under which the work falls. Because RTI's standard terms and conditions have already been negotiated, the process of awarding a task order is much more efficient.



Visiting and Contacting RTI

Visits to RTI Headquarters, Regional Offices, and International Offices

RTI's facilities are secured and are not open to unauthorized visitors. Any onsite visit to an RTI location must be coordinated and confirmed with the RTI employee or group with whom you are meeting. When a visit will include non-U.S. persons, the supplier will inform the RTI contact in advance to allow time for required security screening. When appropriate, RTI employees will notify Security of the date and time of your meeting, making your entry and check-in process easier. RTI headquarters and all regional and international offices are non-smoking, and no weapons of any kind are allowed on RTI property.

Addresses to RTI's offices are available on RTI's website.

- Visiting RTI headquarters
 - A campus map of RTI's headquarters in Research Triangle Park, North Carolina, can be viewed or downloaded from the RTI website.
 - RTI headquarters has security gates at both the East and West campus entrances. Visitors should use the entrance on West Institute Drive and access the telephone speaker at the gate to contact Security and announce their arrival.
 Security will ask for the name of the person you are meeting with. Your RTI contact should give you a designated check-in location, including the building name and number and parking information.
 - All buildings are secure and have security desks or check-in desks where you will need to announce your arrival to your host/security personnel and sign in. You will be assigned a visitor's badge that



must be worn and remain visible at all times. Once your RTI contact meets you at the designated check-in location, you will need to remain with him or her throughout your visit. Visitors are not allowed to roam unescorted.

- Once your visit is complete, you will need to return your visitor's badge to the same building from which you checked in. Please ensure that you follow any traffic, restriction, and warning signs posted as you exit the campus.
- · Visiting RTI's international offices
 - Individuals who are traveling to RTI's various international offices or project sites should follow the appropriate guidance as issued by their parent company. Prior to undertaking such travel, the supplier should liaise with the appropriate point of contact for that project or the RTI Chief of Party to obtain specific advice regarding any safety or security concerns in that country. Given

- RTI's presence in more than 75 countries, the advice and regulations for RTI visitors vary greatly.
- At a minimum, the following considerations are pertinent for any international travel:
 - An appropriate passport with a minimum of 6 months' validity remaining, along with any required visa. Carry a photocopy of the passport in case of theft or loss.
 - A cellular telephone with international calling capability.
 - Appropriate vaccinations as recommended by the Centers for Disease Control and Prevention.
 - Information about the currency and credit card guidance for the country of destination.
 - Appropriate medical insurance in the event of a serious health issue, preferably one that provides emergency medical evacuation



- Provision of copies of your complete travel itinerary, along with emergency family contact information, to your employer, if that service is not already automatic upon making your travel reservation
- If a U.S. citizen, enrollment in the Department of State's Smart Traveler Enrollment Program (STEP):
 - STEP is a free service provided by the U.S. government to U.S. citizens who are traveling to, or living in, a foreign country. Sign up on the STEP website.
 - STEP allows you to enter information about your upcoming trip abroad so that the Department of State can better assist you in an emergency.
 - STEP also allows Americans residing abroad to get routine information from the nearest U.S. embassy or consulate.
 - Additional travel information, travel warnings, and alerts can be found on the website.

Shipping and Delivery

Address requirements vary based on office location, with shipping addresses noted on RTI's public website.

 Shipments to RTI headquarters in Research Triangle Park should follow a specific format to ensure timely arrival:

> RTI International Central Receiving Attention: "Person's Name", "Building #, and Location #" 3040 East Cornwallis Road Durham, NC 27709-2194

 For deliveries to regional and international offices, packages should be sent to the address listed on the website, marked to the attention of the intended recipient.

Hazardous materials: Any hazardous materials or chemicals must be packaged and prepared in accordance with all federally mandated packaging and labeling requirements and must include a packing slip located on the exterior of the package. In addition to these requirements, the following shipping conditions apply:

- Radioactive materials: Packages
 containing radioactive materials must
 be appropriately marked, shipped
 to the standard RTI headquarters
 address format outlined above,
 and sent to the attention of RTI's
 Radiation Safety Officer. This address
 will be included on the PO.
- Biohazardous materials: Packages containing biohazardous materials must be appropriately marked, handled, and transported according to Department of Transportation and International Air Transport Association regulations and requirements.
- Controlled substances: Any supplier that provides RTI with controlled substances must have the RTI Drug Enforcement Administration form on file. Suppliers must follow all Drug Enforcement Administration guidelines with respect to order placement, packaging, and delivery of controlled substances.

Shipments of information in accordance with the National Industrial Security Program Operating Manual (NISPOM, DOD 5220.22-M) have specific transmission requirements and require prior coordination through RTI's Industrial Security Office.



Supplier Invoicing

Invoice Review

All invoices shall be submitted to accounting@rti.org for processing.

Detailed invoicing instructions can be found here.

RTI's billing address is RTI International Attention: Accounts Payable PO Box 12106 Durham, NC 27709-2106

For an invoice to be deemed acceptable, it must contain **at least one** of the following identifiers:

- RTI assigned PO number
- RTI project number.

It must also contain **all** of the following:

- A sequentially assigned unique vendor invoice number
- Invoice date
- · Description of purchase
- Billing dates of service (for subcontract, subgrant, subagreement, consultant, and PO invoices)
- Subcontract number (for subcontract, subgrant, and subagreement invoices)
- Invoice line items matching quantity and unit price as listed on POs (PO invoices only).

All applicable receipts must be included with the submission of the invoice.

The supplier should carefully review, understand, and follow the invoicing instructions included in his or her respective agreement. Failure to follow these instructions will either delay payment, result in the issuance of a Corrective Action Request (CAR) and recorded in the Supplier Scorecard, or result in RTI rejecting the invoice in its entirety.

Invoice Payment

Unless stated differently in a Supplier Agreement, the standard RTI payment terms are Net 30. Any deviation from this standard requires RTI approval. Properly prepared and submitted invoices will be paid within the term stated in the Supplier Agreement, typically 30 calendar days. The "term clock" will not begin until after the invoice has been properly received by RTI's Accounts Payable Office without any errors or omissions.

The preferred method of payment is ACH/Wire. Please include applicable banking information upon submission of invoice.

Any invoice-related inquiries should be directed to accounting@rti.org or 919.541.5877.

Closeout and Final Payment

Completion, submission, and acceptance by RTI of all work performed under the Statement of Work is required.

The final invoice should be sent no later than 30 days following the completion of the period of performance in the agreement and should be clearly marked as final.

For subcontracts, subgrants, and subagreements, the Release and Assignment Form should be submitted with the final invoice. The Release and Assignment Form, which will be provided to the supplier by RTI, formally



closes the supplier's subcontract, subgrant, or subagreement and also releases both parties from certain liabilities and responsibilities associated with the agreement. This administrative form is necessary to allow RTI's corresponding prime contract, grant, or cooperative agreements to be closed. Payment of the supplier's final invoice will be made upon receipt of this completed form.

The supplier will be contacted if any additional required reports or forms are needed prior to the payment of the final invoice.





Non-Conforming Goods and Services

RTI has established internal policies and systems to identify, classify, and record instances when non-conforming goods and services are received to ensure that issues are dealt with efficiently and effectively.

Material Disposition Reports (MDRs)

Non-conforming goods are identified and documented in an MDR maintained in an internal RTI database. If the goods are classified as "supplier fault," goods may be returned and replacement or credit requested by the RTI Buyer.

If an organization receives an MDR, they will be contacted by the Buyer via telephone or email.

Corrective Action Requests (CARs)

RTI may issue a CAR for chronic nonperformance. CARs describe the performance deficiencies and require a written response.

Three categories of CARs (critical, major, and minor), severity, and impact of issue drive response time expectation, which ranges from 24 hours to 30 days.

RTI expects suppliers to provide initial responses to CARs within the allotted time that address problem description and containment. Suppliers should also provide additional follow-up to address root causes and corrective and preventative actions.

Cure Notices

RTI uses Cure Notices to address serious instances where supplier delivery of a good or service does not conform to order requirements for reasons other than late delivery.

The Cure Notice will specify the order failure, allow a period of time for the supplier to cure or correct the failure (usually 10 business days), and notify the supplier that unless the situation is rectified, the contract may be terminated.

If the supplier is unwilling or unable to achieve compliance, RTI will have the option to cancel the agreement immediately.

RTI may hold the supplier liable for subsequent damages that directly result from non-performance.

Show Cause Letter

If a satisfactory response to a Cure Notice is not received, RTI may use a Show Cause Letter to warn that termination of the contract is imminent unless the supplier can demonstrate why the contract should not be terminated.

The letter will refer to the missed delivery date or the failure to cure the defects cited in the Cure Notice. This is the last notice RTI provides prior to termination.



Supplier Monitoring

RTI uses a quantitative and consistent process to assess supplier relationships and measure performance in categories RTI has designated as critical to success. By following this process, RTI aims to drive toward continuous improvement in supplier relationships.

The level of relationship management is based on the extent, duration, and level of complexity of the organization's relationship with RTI.

Risk Assessments

Risk assessments are completed internally at time of award to determine the level and frequency required to monitor a supplier's performance and progress.

Supplier Scorecards

Suppliers are monitored in four focus areas:

- Relationship (e.g., invoice accuracy, responsiveness, and communication)
- Financial (e.g., price and financial risk assessments)
- Operational (e.g., service or product quality; innovation and delivery)
- Customer satisfaction (e.g., number of complaints; number of corrective action requests).

RTI compiles performance data for selected suppliers. This selection is typically driven by spend and risk.

Supply Chain Specialists administer the supplier monitoring process and periodically share this information with RTI business units and the supplier.

Periodic Business Reviews

Periodic business reviews may be conducted for the following types of suppliers:

- Those whose goods and or services impact many groups at RTI
- · Those with high overall spend
- Those designated as high risk.

The purpose of these reviews is to increase communication between RTI and the supplier. Items that may be discussed include long- and short-term goals, performance metrics, new product introductions, ongoing technical issues, and the review of any open or unresolved issues.

During these reviews, suppliers will be expected to present on the current state of business at their company, including financials, key initiatives, new capabilities, and expansion plans. Suppliers should also be prepared to provide feedback on RTI as a customer and suggest ways RTI can improve the relationship.

Supplier Surveys

RTI believes that suppliers provide valuable insight into the overall efficiency and effectiveness of RTI business operations.

Periodically, RTI may reach out to suppliers to solicit feedback on RTI's performance as a customer. This survey will touch on such topics as timely and transparent agreement negotiations, early engagement or involvement, communication, level of responsiveness, and follow-up to questions received.



Hyperlinks



RTI Resources

Chief Ethics Officer: ethics@rti.org

Code of Conduct: http://www.rti.org/pubs/codeofconduct_english.pdf

Detailed Invoicing Instructions: www. rti.org/files/invoice-payment.pdf

Ethics Policy: http://www.rti.org/page.cfm?objectid=93E2E456-9BF1-42AB-B533E335695C582D

Office Locations and Shipping

Addresses: http://www.rti.org/page.cfm/Office_Locations

Partner Link Up System/PLUS: https://plus.rti.org/

Quality Policy: http://www.rti.org/page.cfm?objectid=CBB9B779-AD08-40A1-BD093C3A41A4D8F7

RTI International Website: http://www.rti.org

Small Business Development Process: http://rti.org/page.cfm/How_to_Work_ with Us

Terms and Conditions:

- Subcontracts, subagreements, and subgrants: http://rti.org/files/ subcontracts_terms-conditions.pdf
- POs: http://www.rti.org/files/rti_ po-terms_english.pdf

Values: http://www.rti.org/page. cfm?objectid=7A1C51C6-646B-4161-8B47BF0FF0DA838A

Other Resources

Federal Acquisition Regulation: http://www.acquisition.gov/

Foreign Corrupt Practices Act: http://www.justice.gov/criminal/fraud/fcpa/

International Insurance Coverage

Requirements: http://web.worldbank. org/WBSITE/EXTERNAL/OPPORTU NITIES/EXTCORPPROCUREMENT /0,,contentMDK:20207884~menuPK: 64147158~theSitePK:438017,00.html

SAM: https://www.sam.gov

STEP: http://www.travel.state.gov/

UK Bribery Act: http://www.legislation.gov.uk/ukpga/2010/23/contents

Types of Small Businesses

Alaska Native Corporations and Indian Tribes: http://www.sba.gov/content/alaskan-owned-corporations

Certified 8(a) Small Disadvantaged Businesses: http://www.sba.gov/ content/8a-business-development

Certified Historically Underutilized Business Zone (HUBZone) Small Businesses: http://www.sba.gov/ hubzone/

Small Business Concerns: http://www.sba.gov/content/am-i-small-business-concern

Small Disadvantaged Businesses: http://archive.sba.gov/aboutsba/ sbaprograms/sdb/index.html

Veteran and Service Disabled Veteran- Owned Small Businesses: http://www.sba.gov/content/veteran-service-disabled-veteran-owned

Woman-Owned Small Businesses:

http://www.sba.gov/content/ contracting-opportunities-womenowned-small-businesses



