

Request for Proposal (RFP)

Services Required:	Talent Management System
Type of Procurement:	Open Bid
Term of Contract:	Upon award three years
End User:	RTI International <i>(RTI International is a trade name of Research Triangle Institute)</i>
This Procurement Supports:	RTI Information Systems
Submit Proposal To:	Rick Godwin Technology Procurement Officer RTI International 800 Park Offices Drive PO Box 12194 Research Triangle Park, NC 27709 rgodwin@rtri.org
Date of Issue of RFP:	Date: August 21, 2009
Date Questions Due From Sellers	Time: By 2:00 p.m. EDT Date: September 1, 2009
Date Proposal Due:	Time: By 5:00 p.m. EDT Date: September 21, XXXX xx, 2009
Method of Submittal:	<ol style="list-style-type: none"> 1. Respond via e-mail w/ attached document in MS Word and followed with signed and dated hardcopy plus CD of Bid Response package mailed to above address. 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-FY09-026
Attachments TO RFP: All bidders are responsible to carefully review each attachment and follow any instructions that may be relevant to this procurement.	<ol style="list-style-type: none"> 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 Pro-forma Contract 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: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporate Entity (tax-exempt) </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Government Entity (Federal, State, or Local) <input type="checkbox"/> Foreign Government <input type="checkbox"/> International Organization per 26 CFR 1.6049-4 <input type="checkbox"/> Other _____ </td> </tr> </table>		<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporate Entity (tax-exempt)	<input type="checkbox"/> Government Entity (Federal, State, or Local) <input type="checkbox"/> Foreign Government <input type="checkbox"/> International Organization per 26 CFR 1.6049-4 <input type="checkbox"/> Other _____
<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership <input type="checkbox"/> Corporate Entity (not tax-exempt) <input type="checkbox"/> Corporate Entity (tax-exempt)	<input type="checkbox"/> Government Entity (Federal, State, or Local) <input type="checkbox"/> Foreign Government <input type="checkbox"/> International Organization per 26 CFR 1.6049-4 <input type="checkbox"/> Other _____		
Business Size (http://www.sba.gov/size): <input type="checkbox"/> Small <input type="checkbox"/> Large	Business Classification (Check all that apply in accordance with FAR Part 19): <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone </td> </tr> </table> *Copy of certification must be submitted.	<input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone
<input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone		
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 Proforma 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 Rick Godwin, Technology Procurement Officer – Corporate Procurement, no later than 5:00 PM Eastern Daylight Time (EDT) on September 11, 2009 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 Rick Godwin, by email at rgodwin@rti.org no later than 2:00 PM EDT on **September 1, 2009**; phone inquiries will not be entertained. Bidders have the discretion to submit hard copies via mail or express courier but must ensure that their proposals are received by the deadline. 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 provide a Talent Management Solution.

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 Proforma Contract (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
- 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 prices for each line item, service component or labor category 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 Structure" spreadsheet attached as Attachment D.
- D. Proforma Contract (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 Proforma Contract, these exceptions will be included in the Bidder's Price/Business Volume and identified as "Exceptions to Terms and Conditions Presented in Proforma Contract". RTI is under no obligation to change the terms presented in this RFP, and the Bidder's exceptions to terms provided herein may be deemed by RTI as a non-responsive bid and rejected. RTI also reserves the right to modify the RFP to provide all Bidders a fair opportunity to revise their proposals in the event a specific term, specification or requirement requires revision. However, RTI also reserves the right to award the Contract without further revisions or discussions with Bidders responding to the RFP.
 - 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 Proforma Contract 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:

- Pricing
- Business Unit
 - Ability to integrate with other RTI applications
 - Ability to support International Field Offices
 - Ability to approve a workflow step directly in Microsoft Outlook, PDAs, and other light-weight platforms
 - Dashboard, reporting, and analytics
 - Language support
- Technical
 - Ease of deploying and maintaining the technology
 - Ability to support RTI security model:
 - Disaster recovery
 - Encryption
 - Upgrade/Patching Procedures
 - Compliance requirements – OFCCP, Safe Harbor, 508 Compliance
 - Ability to Integrate with Business Intelligence (Cognos):
 - Store, retrieval, and distribution of reports and other business intelligence objects.
- Training
 - Ability to provide on-site training
 - Ability to provide self-paced training for technical staff
- Other
 - Service and service guarantees
 - Customer References

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 Proforma Contract, 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:

5000 Employees

Product

ATS		
	Database	
	Job Site	
	Language	
Performance		
	Annual Reviews	
	Goal Planning	
	Succession Planning	
	Development Planning	
	Learning Management	
	Language	

Total

Services

Implementation		
	ATS	
	Performance	
Integration with BI		
	ATS	
	Performance	
Training		
	ATS	
	Performance	
	Admin	

Total

Attachment “E”

Proforma Contract



<p><u>Contractor Information</u></p> <p>Company Name: _____</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Country: _____</p> <p><u>Business Size:</u> <input type="checkbox"/> Small <input type="checkbox"/> Large</p> <p><u>Business Classification:</u> <input type="checkbox"/> Nonprofit <input type="checkbox"/> Educational Institution <input type="checkbox"/> Foreign Entity <input type="checkbox"/> Woman-Owned <input type="checkbox"/> Small-Disadvantaged* <input type="checkbox"/> Veteran Owned <input type="checkbox"/> Service-Disabled Veteran Owned* <input type="checkbox"/> HUB Zone</p> <p>*Copy of certification must be submitted.</p>	<p><u>Contract Information</u></p> <p>Type of Contract <input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal</p> <p>Term of Contract _____</p> <p>Contract Start Date _____</p> <p>Contract End Date _____</p> <p>RTI Contract Number 888-0901-023</p>
<p>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.</p> <p>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.</p> <p>Accepted By: _____</p>	
<p><u>Contractor Contractual Personnel:</u></p> <p>Name: _____ Phone: _____</p> <p>Title: _____ Date: _____</p>	<p><u>RTI Contractual Personnel:</u></p> <p>Name: _____ Phone: _____</p> <p>Title: _____ Date: _____</p>
<p>Signature: _____</p>	<p>Signature: _____</p>

ARTICLE 1: Definitions

In this Contract, the following words and expressions shall have the meanings hereby assigned to them:

“**Effective Date**” means the date upon which the Contract is fully executed by both Parties.

“**Client**” means the US Government or another client of RTI

“**Contractor**” means the Party who has entered into this Contract with RTI or any duly identified successor to such Party.

“**Lower tier subcontractor**” means any person or firm utilized by Contractor as a lower-tier subcontractor for a part of the Work with the prior written consent of RTI.

“**Prices**” means the agreed upon payment and currency for the performance of Services or the supply of Products, including all applicable fees, payments and Taxes.

“**RTI**” or “**RTI International**” means Research Triangle Institute, with its principal place of business at 3040 Cornwallis Road, Research Triangle Park, NC 27709 and its subsidiaries.

“**Services**” means services described in the SOW that contractor performs based upon a PO.

“**SOW**” means a mutually signed statement of work incorporating the terms of this contract and setting forth additional terms and conditions applicable to Services set forth in that SOW.

“**PO**” means the purchase order issued under this Contract by an authorized RTI representative.

“**Contract**” means this agreement between the parties including all documents and appendices specifically referenced herein.

“**Taxes**” means any and all applicable taxes, charges, fees, levies or other assessments applicable to the performance of Services under this Agreement.

“**RTI Procurement Officer**” means the designated RTI person who has contractual authority over the Work being performed under the Contract. The RTI Procurement Officer is the only person authorized by RTI to make changes or amendments to the Contract.

“**RTI Project Manager**” means the person responsible for handling the charge codes for that project.

“**Site or Location**” means the place(s) where the Work is to be executed.

ARTICLE 2: Period of Performance

The period of performance for this contract shall begin on **«Begin Date»** and end on **«End Date»** in accordance with all the attached appendices. Contractor shall strictly adhere to the period of performance set forth in this article. Any changes to the period of performance shall only be authorized by RTI through the issuance of a written and properly executed contract modification. In the event of any anticipated or actual delay in performance, Contractor shall: (i) promptly notify RTI in writing (within 5 days) of the reasons for the delay and the actions being taken to overcome or minimize the delay; (ii) provide RTI with a written recovery schedule; and (iii) if requested by RTI, expedite performance or delivery to avoid or minimize delay to the maximum extent possible.

ARTICLE 3: Technical Representative and Scope

A. The RTI Project Manager who will direct the technical work for this Contract is Greg Flynn. The RTI Project Manager address is:

Greg Flynn
RTI International
3040 Cornwallis Road, PO Box 12194
Research Triangle Park, NC 27709
Telephone: 919-990-8390,
E-mail: gflynn@rti.org

B. The RTI Project Manager identified in this Article, does not have the authority to direct the contractor to make changes in scope, period(s) of performance, place(s) of performance, cost, funding, or any other express provisions of this contract. All matters affecting the terms of this contract and the administration thereof shall be referred to the RTI Procurement Officer. Any changes to the provisions of this contract must be made by written modification in accordance with the modifications provision of this contract.

C. When, in the opinion of Contractor, technical direction calls for effort outside the scope of the Statement of Work, Contractor shall so notify the RTI Procurement Officer and the Project Manager in writing in accordance with Article 5 of this contract.

ARTICLE 4: RTI Procurement Officer

Notwithstanding any other provision of this Contract, RTI's authorized representative for contractual matters (the "Procurement Officer") is Rick Godwin and/or such other representative(s) as the Procurement Officer may specify by written notice to Contractor. The Procurement Officer shall be responsible for the contractual administration of the Contract, the provision of notices to Contractor, and any and all matters relating to administration of this Contract. Only the Procurement Officer and his/her designated representative shall have authority to make changes or amendments to the Contract. RTI shall not be responsible or liable to Contractor, or be obligated to pay Contractor for any costs for Contractor effort that is not in accordance with or authorized under this Contract, or the directions of the Procurement Officer.

The RTI Procurement Officer's address is:

RTI International
PO Box 12194
Research Triangle Park, NC 27709
Telephone: 919-316-3777
E-mail: rgodwin@rti.org

ARTICLE 5: Notification of Changes

No change in the services shall be made without the express written authorization of the RTI Procurement Officer. Contractor shall make all claims for Changes within ten (10) calendar days of the date that Contractor knew or should have known of the basis for such claim. Out of scope Services performed by Contractor without such written authorization shall be at Contractor's sole risk and expense.

ARTICLE 6: Inspection and Acceptance

Acceptance of the Work set forth in this Contract will be made by RTI's Project Manager or his or hers authorized representative. RTI has the right to inspect and evaluate the Work performed or being performed under this Contract, and the premises where the Work is being performed, at all reasonable times and in a manner that will not unduly delay the Work. Upon completion and RTI acceptance of the work specified herein, the Contractor will submit invoice(s) in accordance with the payment provisions established elsewhere herein.

ARTICLE 7: Independent Contractor

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

ARTICLE 8: Statement of Work/Budget

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

ARTICLE 9: Submission and Payment of Invoices

- A. Contractor will submit invoices monthly for reasonable, allowable, allocable and necessary costs incurred in the performance of work under this contract.
- B. Contractor'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. Contractor shall remit such tax payments to the appropriate jurisdiction. Contractor will indemnify RTI from any claims by any jurisdiction relating to Taxes paid by RTI to Contractor; and for any penalties,

finances, additions to tax or interest thereon imposed as a result of Contractor's failure to remit the Taxes in a timely manner to the appropriate taxing jurisdiction or for Contractor's failure to invoice RTI for the correct amount of Taxes.

C. Contractor will keep records to validate invoices hereunder for a period not less than five (5) years from the date of the relevant invoice.

D. Invoices are to be submitted to RTI's Accounts Payable Department at the following address:

RTI International
PO Box 12106
Research Triangle Park, NC 27709
ATTENTION: Accounts Payable

Questions regarding invoices should be directed to the A/P department at 919/541-5877 (accounting@rti.org).

E. To be considered properly prepared, invoices must include:

- Contract Number
- Invoice Number
- Invoice Date and Billing Period
- Total Labor Hours and Costs
- Other Direct Costs by Cost Category
- Indirect Costs by Category
- Total Amount Due on this Invoice
- Current and Cumulative Amount for Each Line Item
- Name and Telephone and Fax Numbers of the Person to Contact in case of questions about the invoice

ARTICLE 10: Consultants or Lower Tier Subcontractors

Contractor shall not obtain the services of consultants or lower-tier subcontractors who were not included in the original quotation without the prior written approval of the RTI Project Manager. Contractor shall furnish to RTI information concerning the need for such services and the reasonableness of the costs to be paid to any consultant or lower-tier subcontractor. A copy of any proposed lower-tier subcontract must accompany the request for approval. For the purposes of this Contract, Contractor's contract personnel and officers shall not be considered consultants or lower tiered subcontractors under this Article.

ARTICLE 11: Assignment of Claims/Delegation and Subcontracting

A. Contractor shall obtain written approval of the RTI Procurement Officer prior to making any assignment of any claim arising out of this Contract. Requests must give full details of the requested assignment. Neither this Contract nor any interest in it may be assigned, in whole or in part, by either Party without the prior written consent of the other Party; provided, however, that without securing such prior consent, either Party shall have the right to assign this Contract to any successor of such Party by way of merger or consolidation or the acquisition of substantially all of the assets of such Party relating to the subject matter of this Contract; provided further, that such successor shall expressly assume all of the obligations of such Party under this Contract.

B. This Contract shall inure to the benefit of and be binding upon the Parties and their successors and assigns. Notwithstanding the foregoing, Contractor shall not assign any right or interest under this Contract (excepting solely for moneys due or to become due) or delegate any obligation under this Contract without the prior written consent of RTI. The Contractor may perform the Work through its affiliates and subcontractors, provided that RTI's consent is first obtained before any affiliates or subcontractors are engaged. No subcontracting shall in any way relieve the Contractor from its obligations hereunder and Contractor shall be responsible to RTI for all Work performed by Contractor's lower subcontractor(s) at any tier. In the event of an unauthorized assignment, this Contract may be terminated by RTI immediately without prior notice to the Contractor.

ARTICLE 12: Right to Publish/Release of Information

A. Contractor agrees that it will not publish, have published or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the RTI Procurement Officer; provided, however, that contractor may for internal use only and without the approval of RTI disseminate such information within its own organization on a "need-to-know" basis.

B. Contractor and RTI mutually agree not to use the other party's name or make reference to the other party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless such materials have received prior written approval of the other party.

C. Contractor shall not use or duplicate any proprietary information including trade secrets belonging to or supplied by RTI, except as authorized by RTI in the performance of services or work under this Contract.

ARTICLE 13: Records Retention, Access and Audit of Contractor's Records

A. RTI reserves the right for their authorized representatives to perform financial and performance audits, if deemed necessary. If it is decided that an audit of this Contract will be performed, the contractor will be given advance notice. Contractor shall maintain books, records and documents which support that, services provided and fees earned are in accordance with the Contract and that the Contractor has complied with Contract terms and conditions. Contractor agrees to make available, upon reasonable notice, at the office of the Contractor, during normal business hours, for the term of this Contract and the retention period set forth in this clause, any of the books, records and documents for inspection, audit, or reproduction by any Federal agency or its authorized representatives.

B. Contractor shall maintain books, records, documents, program and individual service records and other evidence of its accounting and billing procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. Contractor shall preserve all books, records and documents related to this Contract for a period of time which is the greater of five years from the Contract expiration date, or until all questioned costs or activities have been resolved to the satisfaction of RTI, or as required by applicable federal laws and regulations, which ever is longer. If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any resulting financial settlement. 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.

C. Contractor shall ensure that, for the term of this contract, an independent auditor conduct annual examinations of its compliance with the terms and conditions of this Contract. The Contractor shall also ensure that an independent auditor perform audits of its controls applicable to the processing of transactions by the systems under this Contract for the purpose of issuing a report on controls placed in operation and tests of operating effectiveness. These audits shall be performed in accordance with Statement on Auditing Standards No. 70 (SAS 70). The initial SAS 70 audit shall be completed for the period beginning with the inception of the contract through September 30th of the first year, and conducted annually thereafter. The independent auditor shall issue reports on its compliance examination and controls placed in operation and tests of operating effectiveness as defined in SAS 70.

ARTICLE 14: Confidential Information

A. During the term of this Contract, Contractor and its employees may receive or have access to data and information that is confidential and proprietary to RTI or its Client. All such data and information ("Confidential Information") made available to, disclosed to, or otherwise made known to Contractor as a result of services under this Contract shall be considered confidential and shall be considered the sole property of RTI and/or RTI's Client. Confidential Information may be used by Contractor or its employees only for purposes of performing the obligations hereunder. Contractor shall not reveal, publish or otherwise disclose Confidential Information to any third party without the prior written consent of RTI.

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

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

C. These obligations of confidentiality and non-disclosure shall remain in effect for a period of five (5) years after the termination of this Contract.

ARTICLE 15: Organizational Conflicts of Interest

- A. Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest or that the Contractor has disclosed all such relevant information.
- B. Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the RTI Procurement Officer. This disclosure shall include a description of activities that the Contractor has taken or proposes to take, after consultation with the RTI Procurement Officer, to avoid, mitigate, or neutralize the actual or potential conflict.
- C. RTI may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to RTI, RTI may terminate the contract for default and/or pursue such other remedies as may be permitted by law or this contract.
- D. Contractor further agrees to insert provisions which shall conform substantially to the language of this Section, including this paragraph (d), in any lower-tier subcontract or consultant agreement hereunder.

ARTICLE 16: Litigation

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

ARTICLE 17: Indemnification

Contractor shall indemnify and hold RTI harmless from any loss, damage, liability, claims, demands, suits, or judgments including any reasonable attorney's fees, and costs, (1) as a result of any damage or injury to RTI or its employees, or agents, or properties, or for any injury to third persons or their property which is directly or indirectly caused by the negligence, willful misconduct, or violation of statutory duties of Contractor, or Contractor's Employees or its agents, in the course of performance of any of the work specified in either this Contract or the projects issued hereunder; (2) with respect to any action arising from this Contract and either (a) arising out of, resulting from, or in connection with any breach by Contractor or Contractor's Employee(s) of any clause, condition, or provision of this Contract, or (b) brought by or on behalf of any Contractor's Employee and not arising out of, resulting from, or in connection with (i) the willful, intentional or grossly negligent acts or omissions of RTI or its employees; or (ii) a proven pattern or practice by RTI or its employees violative of statute, regulation or law. Contractor understands and agrees that, except as otherwise provided herein, this indemnification extends to personal injury actions against RTI for injuries sustained by Contractor's Employee, while on RTI's premises, and to negligent hiring and negligent supervision claims.

ARTICLE 18: Work for Hire

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

ARTICLE 19: Patents and Inventions

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

ARTICLE 20: Stop Work

Notwithstanding any other provision, RTI may, by written notice to Contractor, suspend all or any portion of the Work awarded under Contract. Contractor shall stop all Work under the applicable SOW immediately upon receipt of RTI's stop work order and shall promptly resume the Work after receipt of direction from the RTI Procurement Officer to proceed.

ARTICLE 21: Disputes

A. Any dispute arising under this Contract shall be settled by agreement of the parties or pursuant to the paragraph below. Pending any decision, appeal, or judgment referred to in this Article on the settlement of any dispute arising under this Contract, Contractor shall proceed diligently with the performance of the Projects issued hereunder, except if the dispute involves allegations of nonpayment or the Work being in violation of applicable law.

B. The parties may settle such disputes, if not agreed to between them, by arbitration at the election of either Party in accordance with the Rules of the American Arbitration Association in the City of Raleigh, North Carolina, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction.

ARTICLE 22: Termination/Cancellation

A. If there is a breach of this Contract by either party, the party not in breach shall give notice to the breaching party in writing. If the breach, including nonperformance or unsatisfactory Service, is not cured within the ten (10) days of the receipt of such notice, then the non-breaching party may terminate this Contract upon the expiration of such ten (10) day period without further notice or action. 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.

B. If Contractor's representations, certifications and warranties under this Contract are breached, this Contract will become null and void and in such event any compensation paid to Contractor shall be forfeited and refunded to RTI within 30 calendar days, and no future compensation payments shall be made for Contractor's account. RTI reserves to itself any and all other claims and rights accruing from such breach.

C. If Contractor 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 Contractor bankrupt and is not dismissed within sixty (60) days, or if a trustee in bankruptcy, receiver or receiver-manager or similar officer is appointed for Contractor or for any of Contractor's assets, then RTI may, at its option, terminate, without charge, this Contract or portion thereof and shall thereupon be free from all liability there under.

D. Upon thirty (30) days written notice to Contractor (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 contract or any portion thereof for its convenience, without obligation or liability of any nature except to make payments to Contractor which are owed to Contractor prior to the effective date of termination specified in such notice. If so requested in such written notice of termination, Contractor shall perform any Services specified in the notice, and the terms of this Contract shall continue to govern such Services; otherwise, Contractor 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, Contractor may terminate this Contract for its convenience.

ARTICLE 23: Insurance

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

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

B. Contractor's insurance policy shall name as an additional insured:

"RTI International and its subsidiaries, affiliates, officers, directors, and employees"

C. Contractor shall provide to RTI, upon Contract execution, a certificate of insurance depicting the insurance requirements set forth in this Article.

ARTICLE 24: Assumption of Liability; Waiver and Release

In consideration of the mutual covenants, terms and conditions contained in this Contract, it is understood and agreed that Contractor hereby assumes full responsibility for any and all claims, causes of action, demands, liabilities, fines, penalties, losses, damages, costs and expenses of whatsoever nature, including attorneys' fees, resulting from but not limited to, death, bodily injury, and damage to property and the environment, arising out of or connected with any act or omission of the Contractor and/or performance of services pursuant to this Contract by Contractor, its agents, subcontractors, employees or assigns, and hereby releases and discharges RTI from any responsibility whatsoever for any such claims, demands, losses or expense, unless caused by or resulting from a material breach of this Contract by RTI which is not cured within a reasonable period of time following actual receipt by RTI of written notice describing the nature of such breach. Except as otherwise set forth in this Contract, in no event shall RTI or Contractor be liable to the other for either incidental or consequential damages.

ARTICLE 25: Standards of Ethics and Business Conduct

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

B. If Contractor has a good faith reason to believe that any violation of the Code of Conduct has been committed by an employee(s) of either RTI or Contractor or anyone affiliated with Contractor, Contractor shall report such violation to RTI by calling the RTI's Ethics Helpline toll-free at 1-877-212-7220 or sending an e-mail to Ethics@rti.org.

ARTICLE 26: Warranty

A. Contractor represents, warrants, and covenants that in connection with any Work performed under this Contract: it is in the business of performing the Work described in this Contract; it is experienced and expert in performing such Work; it is aware of all laws, regulations, orders, and other governmental requirements pertaining to the performance of such Work; it will perform such Work in full compliance with all applicable laws, regulations, orders, and other governmental requirements; it possesses the professional and technical skills required to perform the Work; no enforcement actions have been brought or are likely to be brought against Contractor that could have a material adverse effect on RTI and any agents or personnel employed by the Contractor will meet the same standards as apply to Contractor.

B. If Contractor fails to satisfy the requirements of the Work and the requirements of this Article, Contractor will, without additional compensation, promptly correct or revise any errors or deficiencies in the Work furnished hereunder. If Contractor fails after reasonable notice to proceed promptly with the correction, repair, or replacement of any defective items, materials, or workmanship, RTI may replace or repair such items or materials, correct such workmanship, and charge the costs thereof to the Contractor and/or terminate this Contract for default. The warranty period for Work shall be the longer of the warranty period stated in the Specifications, or one year. The warranty period shall commence upon Final Acceptance of the Work.

ARTICLE 27: Liens and clear title

To the extent permitted by law, Contractor hereby waives and agrees not to claim any lien against the Work performed or the property on which it is performed. Contractor agrees to obligate its subcontractors and vendors not to claim any such lien. Contractor and its lower tier subcontractors and vendors shall pay or cause to be paid when due, all bills for labor, materials, equipment or services connected with the Work, and shall not assert any lien or permit any lien to be asserted or maintained against the project Work, or any funds or land involved in the Work. Contractor warrants that the title to all materials, supplies and equipment installed or delivered by Contractor, together with all improvements and appurtenances constructed or placed by the Contractor, is free from any claims, liens, security interests, or charges. If any lien or encumbrance is asserted or maintained in violation of this Article, Contractor shall promptly proceed to have it removed. If Contractor fails to remove any such lien or encumbrance, then RTI may, but without obligation to do so, do everything necessary to have the lien or encumbrance removed, and Contractor shall pay any and all costs including attorney's fees incurred by RTI in connection therewith.

ARTICLE 28: RTI Requirements

A. Contractor 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, regulations. Contractor 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. Contractor will obtain and track citizenship and immigration status of employees performing work for RTI. Contractor shall maintain records of employees' citizenship or immigration status described above for all employees or the employees of Contractor'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.

B. Contractor agrees that in performing any duties under this Contract, it will not employ any persons not legally authorized to work in the United States and that it must fully comply with the Immigration Reform and Control Act of 1986 (IRCA), its regulations, and all other federal, state, or local laws, rules, or regulations governing the employment of persons legally authorized to work in the United States ("Immigration Laws"). Contractor warrants and agrees that it is solely responsible for its own compliance with the Immigration Laws and that it will maintain its own proper Employment Eligibility Verification or I-9 Forms for its employees as required by IRCA and its regulations. If required and requested by RTI, Contractor agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Contractor's premises. Information submitted by Contractor shall be certified by an authorized representative of Contractor as being true and correct. Contractor agrees to indemnify and hold harmless RTI from any claims, demands, damages, losses, or attorney's fees and costs arising out of the Contractor's violation of this Article. Contractor further acknowledges and agrees that Immigration Law Compliance provision is an essential requirement of this Contract and that RTI reserves its right to terminate this Contract without notice or opportunity to cure if it has reason to believe contractor has violated this provision in any way.

C. Contractor shall comply with all the rules and regulations established by RTI for access to and activities in and around premises controlled by RTI as defined by RTI's policy and procedures. Some buildings and/or areas within RTI's buildings have been designated as "restricted access." Generally, these buildings or areas contain hazardous equipment or materials or are restricted due to contractual requirements such as classified data, import/export International Traffic Arms Regulations (ITAR), or intellectual property issues. For all persons entering a restricted building or area using a building access card, the employee's name and time of use are recorded. Background investigations are required during the performance of the Contract. Contractor shall be responsible for conducting background investigations for all Contractor's Employees assigned to visit or work at RTI facilities.

D. Contractor's Employees and/or subcontractor's employees will be issued an identification badge provided Contractor has complied with the security and background provisions contained herein. These badges are issued to those Contractor's Employees who make frequent visits to, or perform work on, RTI premises. These employees are required to prominently display these RTI-provided visitor or contractor identification badges while visiting or performing work at RTI. At least 72 hours in advance of the need, the Contractor shall submit a written request on Contractor's letterhead to the applicable RTI Vice President responsible for the Work for RTI facility access and badge for Contractor's Employee. The letter shall include the following elements of identification:

1. Contract or engagement number or authorization
2. Location of where work will be performed

3. Start and stop date of work including work hours, shift times, etc.
4. Name of Contractor's Employees needing access

Contractor shall provide certifications in the request for access:

1. Full address of Contractor, name of company official requesting access and company position (title)
2. Contractor will comply with all the requirements for unescorted access to RTI facilities
3. Contractor's Employees will comply with all the requirements for unescorted access to RTI facilities
4. Certify that the person requesting the access authorization is duly authorized to do so on behalf of Contractor
5. Employment verification with Contractor or with subcontractor will contain as a minimum:
 - Individual's name and Date of birth
 - Date of employment with Contractor or subcontractor
 - Address and telephone number
 - Certification that the individual can legally work in the United States
6. Contractor will immediately notify RTI Security of any cause or voluntary or involuntary termination of employee. Contractor will maintain the documentation the following documentation, which is available to RTI for audit and where this documentation will be maintained:
 - Copy of the request letter and this certification of compliance
 - Current access authorization signature letter
 - All current copies of employment verification letters
 - All copies of any revocation of unescorted access letters

Once the RTI Vice President has approved the facility access badge, RTI Security will review and may issue the badge to the Contractor based on their evaluations and final conclusion. When reporting to the RTI Corporate Security Office, the authorized Contractor's Employee must provide a valid drivers license, state issued identification card, work permit or permanent resident's card in order to receive the RTI visitor/contractor badge. Upon completion or termination of the contract or expiration of the identification passes for any Contractor's Employee, the Contractor shall ensure that all identification passes issued to Contractor's Employees are returned to RTI as soon as practical but no longer than 7 calendar days from Contractor's Employees departure. Failure to comply with these requirements could result in withholding of final payment and/or termination of this contract.

ARTICLE 29: Labor Disputes

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

ARTICLE 30: Compliance with Laws

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

ARTICLE 31: Executive Order on Terrorism Financing

Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/sub awards issued under this Contract.

ARTICLE 32: Export Controls

- A. Contractor 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.
- B. Contractor agrees to notify RTI if any deliverable under this Contract is restricted by export control laws or regulations.
- C. Contractor shall immediately notify the RTI Procurement Officer if Contractor is, or becomes listed in any Denied Parties List or if Contractor's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. Government entity or agency.
- D. If Contractor is engaged in the business of either exporting or manufacturing (whether exporting or not) defense articles or furnishing defense services, Contractor represents that it is registered with the Office of Defense Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.
- E. Contractor 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 Contractor, its officers, employees, agents, or subcontractors at any tier, in the performance of any of its obligations under this Article.

ARTICLE 33: Foreign Corrupt Practices Act

Contractor acknowledges and understands that it must comply fully with the anti-bribery provisions of the U.S. Foreign Corrupt Practices Act, as amended ("FCPA"). Specifically, Contractor understands and agrees that it shall be unlawful for the Contractor and/or any officer, director, employee or agent of the Contractor to make any kind of offer, payment, promise to pay, or authorization of the payment of any money, or offer, gift, promise to give, or authorization of the giving of anything of value to either: (a) any foreign official (or foreign political party) for purposes of either influencing any act or decision of such foreign official in his official capacity, or inducing such foreign official to do or omit to do any act in violation of the lawful duty of such official, or securing any improper advantage, or inducing such foreign official to use his influence with a foreign government, or instrumentality thereof, to affect or influence any act or decision of such government or instrumentality in order to assist such person in obtaining or retaining business for or with, or directing business to any person; or (b) to any person, while knowing that all or a portion of such money or thing of value will be offered, given, or promised, directly or indirectly, to any foreign official (or foreign political party), or to any candidate for foreign political office, for any of the prohibited purposes described above. Further, Contractor acknowledges that "foreign official" means any officer or employee of a foreign government or any department, agency or instrumentality thereof, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization, including employees of government-owned companies in South Africa.

ARTICLE 34: Restrictions on certain purchases

Except as otherwise authorized by RTI, the Contractor may not enter into any transactions in support of the Work to be provided under this Contract that involve Syria, North Korea, Iran, Cuba and Sudan.

ARTICLE 35: Debarment and Suspension

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

ARTICLE 36: Government Federal Acquisition Regulation Clauses and Supplements

Contractor shall perform the Services in accordance with the attached Federal Acquisition Regulations ("FAR")(48 CFR Chapter I) and FAR Supplementary Regulations. In addition to the terms and conditions set forth in other appendices of this Contract, the requirements listed below shall apply to all Projects. Full text of these terms and conditions are available on the Internet at <http://www.arnet.gov/far/>.

- FAR 52.222-26, Equal Opportunity (Executive Order 11246);
- FAR 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- FAR 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793);
- FAR 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down as required in accordance with paragraph (g) of FAR clause 52.222-39.); and
- FAR 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appendix 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64)
- FAR 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

Reg	Clause	Date	Clause Title
FAR	52.202-1	Dec 2001	Definitions
FAR	52.203-3	Apr 1984	Gratuities (Over \$100,000)
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees (Over \$100,000)
FAR	52.203-6	Jul 1995	Restrictions on Subcontractor Sales to the Government (Over \$100,000)
FAR	52.203-7	Jul 1995	Anti-Kickback Procedures(Over \$100,000)
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity (Over \$100,000)
FAR	52.203-12	Jun 1997	Limitation on Payments to Influence Certain Federal Transactions (Over \$100,000)
FAR	52.209-6	Jul 1995	Protecting the Government's Interests When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (Over \$25,000)
FAR	52.215-2	Jun 1999	Audit and Records - Negotiation (Over \$100,000)
FAR	52.215-14	Oct 1997	Integrity of Unit Prices (Over \$100,000)
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.225-1	May 2002	Buy American Act – Supplies
FAR	52.225-13	Jul 2000	Restrictions on Certain Foreign Purchases
FAR	52.227-1	Jul 1995	Authorization and Consent
FAR	52.232-1	Apr 1984	Payments
FAR	52.232-11	Apr 1984	Extras
FAR	52.232-17	Jun 1996	Interest (Over \$100,000)
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.242-13	Jul 1995	Bankruptcy (Over \$100,000)
FAR	52.244-2	Aug 1998	Subcontracts *If written consent to subcontract is required, the identified subcontracts are listed in ARTICLE B, Advance Understandings.
FAR	52.245-2	Dec 1989	Government Property (Fixed-Price Contracts)
FAR	52.246-25	Feb 1997	Limitation of Liability - Services (Over \$100,000)

ARTICLE 37: Electronic Contracting

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any Acknowledgement thereof, on the basis that this Contract or Acknowledgement contains an electronic signature.

ARTICLE 38: Survivability

A. If this Contract expires, is completed, or is terminated, Contractor shall not be relieved of those obligations contained in the following Articles:

- Independent Contractor
- Governing Law
- Indemnification
- Infringement Indemnity
- Confidential Information
- Right to Publish/Release of Information/Right to Audit
- Insurance
- Export Controls
- Electronic Contracting

B. Those U.S. Government Federal Acquisition Regulation and Agency Supplementary Regulation(s) provisions specified in Article 36, which by their nature should survive.

ARTICLE 39: Order of Precedence

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

1. Terms and Conditions of this Contract
2. Terms contained in a Statement of Work in a project issued hereunder
3. Contractor's proposal, if incorporated herein.

ARTICLE 40: Entire Agreement

Both parties acknowledge that they have read this contract, and any documents incorporated herein, understand it, and agree to be bound by its terms and further agree that it is the entire agreement between the parties hereto which supersedes all prior agreements, written or oral, relating to the subject matter hereof. No modification or waiver of any provision shall be binding unless in writing signed by the party against whom such modification or waiver is sought to be enforced.

ARTICLE 41: Modification of Contract

Any proposed change in this Contract will be in writing and will be submitted and approved and executed by the authorized Parties before performance of any work involved in the change.

ARTICLE 42: Governing Law

This contract shall be construed and interpreted in accordance with the laws of the State of North Carolina. If any term in this contract is found to be unenforceable in any respect, the validity of the remainder of this contract will be unaffected, provided that such unenforceability does not materially affect the parties' rights under this contract. The failure of a party to enforce any provision of this contract shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.

ARTICLE 43: 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 in writing and shall be given or made (a) by facsimile; (b) by certified or registered mail; (c) by overnight courier; or (d) electronic mail addressed to the respective party. Such notice or demand shall be deemed to have been given or made (a) when sent by facsimile; (b) when mailed; (c) when picked up at the origin point by overnight courier service; and (d) when sent via electronic mail and there is either electronic or written acknowledgement and/or confirmation that the facsimile, mail, courier or electronic mail has been received by the receiving party.

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.

General Statement of Work

This RFP describes the initial phase of the planned Talent Management rollout.

Please provide costs for only the scope of work shown above. The first task of the vendor, that is awarded the contract, will be to work with RTI to identify proper detail needed to meet the stated budget, deadlines, and scope.

While pricing this initial phase, it is important to note that RTI plans to enter into a strategic sourcing long-term relationship with the selected provider and to assist, as needed, in future phases, which may include but not be limited to:

- Applicant Tracking
- Job Site Hosting
- Contact Management
- Performance Management

Applicant Tracking

Requisition Management:

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Multiple requisition forms allowed (Example: proposal, internal transfer, business unit specific, reoccurring, pipeline, college)	More than 1 requisition form/template can be configured in a client's database to accommodate variance in business units or type of recruiting. (Example: A large number of hires at RTI come from Proposal and Project based recruiting. We assemble candidates for Proposals and Project prior to winning the business.).			
Auto Population	Ability to populate fields on the requisition driven by parent/child relationships.			
Data Segregation	Ability to segregate requisitions and candidates by hire type (executive, HR, etc.) or organization.			
Requisition approval routing workflow and approval status indicator	Select a list of approvers, route for approval via email. Approvals should be able to be sent in parallel or sequentially. Flexibility in approver logic based on organizational structure.			
Approval status tracking	The status of the approval process is tracked and displayed real-time on the req in the application as well as in the subsequent emails that go to the 2nd and 3rd approver, etc.			
Pre-defined approval routing lists	Lists of approvers can be created, saved, and/or assigned to a user or requisition, or defined by the organizational structure automatically.			
Approvals can take place directly from an email	When approving a requisition, the approver can take action directly from the email notification without having to log into the application or from a Blackberry.			

Job Distribution Management

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Knock-out questions	Ability to establish certain questions to be disqualifiers, where if the candidate does not answer correctly, the process is ended.			
Job posting scheduling	Check a box to select the appropriate career site(s) for the job to appear. Scheduling of start and end dates of posting to any given site to allow for staggered posting.			
Advanced job descriptions - Formatting and Spell Checking	Ability to edit and format job descriptions and marketing messages with MS Word like functions for Bolding, Underlining, and Spell Checking.			
Electronic job board relationship management (facilitation of job positing to all e-media providers)	Ability to identify and post job opportunities to electronic job boards and other end destinations. Ability to multi-select boards, and push positions out to the market. RTI uses many scientific niche boards and development boards such as Reliefaid.com.			

Contact Management

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Working folders	Able to file candidates to folders not associated to requisitions and associate names for the folders. Make private or shared.			
Candidate Pool Generation (Leads/Prospective Candidates)	Able to enter limited candidate information (less required fields than regular candidate profile without comprising the configuration of the candidate profile) and develop target candidate pool for key skills.			
Add resume on behalf of candidate	Recruiter has the ability to upload resumes on behalf of candidates. Job fair resumes.			
Marketing Campaigns (Leads/Prospective Candidates)	Include proactive candidate pool in messaging, advertising campaigns or special event invitations. This should include the ability to send emails to thousands of candidates (as necessary). Vendor generated emails and email opt out feature.			
Tracking of notes	Candidate notes shared/visible among recruiters.			
Availability reminders	Proposal and Project Recruiting require RTI to track potential candidates until they become available from other projects. Ability to remind recruiters when candidates become available.			

Sourcing

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Unlimited Career Site portals	Ability to establish an unlimited number of integrated career sites for different purposes - such as Alumni recruiting and College recruiting/Intern hiring.			
Online profile form(s) defined by the client	Data collection form(s) that can be pushed to a candidate to gather needed information for relationship management and interested resume submissions. Customer can tailor the form to their specification, adding or removing fields.			
User defined secure login user name and password.	User created login and password authentication for accessing profile and career management activities.			
Candidate login optional	Candidate can submit resume and apply to jobs without establishing a password protected user account.			
Job Search Page	Candidate would search the career site for both domestic and international openings. Job postings in France based French, Spain based Spanish and Modern Standard Arabic.			
Job Search Results Page/Detail Page	User defined fields to appear in results page and detail page.			
Resume submission via upload of file – Candidate	Candidate can browse their hard drive for their formatted resume and upload to candidate resume repository.			
Resume submission via upload of file - Recruiter/Manager	Recruiter/Manager can browse their hard drive for their formatted resume and upload to candidate resume repository.			
Resume builder functionality	Ability for candidates without a formal resume to submit a resume via a "Resume Builder".			
Extraction of data from resume to create profile (parsing)	Extraction engine behind the text or uploaded resume for population of fielded data in the candidate profile.			
Candidate defined Job Agents	Candidate can establish job search parameters and be notified when jobs are posted which meet their preferences.			
Ability to upload attachments	Ability to upload attachments.			

Ability for candidate to save a submission as a draft	Ability for candidate to save a submission as a draft.
Candidate self withdrawal	Ability for candidates to remove themselves from consideration for a position and notify recruiter.
Conceptual search for the candidate when searching for jobs	Candidates can use "free form" language to search for jobs.
Specific job referral and general referrals	Employees can submit a resume as a general referral or to a specific job.
Notifications to the referring employee and the referred candidate	Email notifications are automatically sent to the employee making the referral and to the candidate who was referred.
Tracking steps and status searches	Recruiters can search for candidates based on their tracking steps and statuses against requisitions.
Keyword search against free form text and fielded data	Keyword search against text records from candidate and fielded data in the same search.
Search criteria highlighted for relevance in record review	Search results with indicators for criteria matching and relevance in the results.
Configurable search results list	The column headers that are displayed in a candidate search results list can be configured with different data elements from the candidate record. (Example: Education, Work History, Phone Number).
Ability to search file attachments	Keyword searching will search the resumes that have been submitted as file attachments as well as text fields.
Ability to create "overnight" searches	
Conceptual search engine to match resumes	Ability to use the requisition's job description or a large text phrase to find matching resumes using a conceptual search or natural language search engine. Conceptual searches should also be able to be conducted with fielded search.
"More like this" searching	Ability to take a resume and conduct a search to find other resumes that are similar to it (more like it).
Library of candidate correspondence/communication templates	Ability for clients to create a library of correspondence templates that can be sent to candidates at the user's

	discretion.
Editable correspondence at the user level	Recruiters/Hiring Managers can make edits to the correspondence at the time of generation and distribution.
Agency Portal	Functionality designed for the management of third party staffing agencies. Include the ability to push requisitions to one or more suppliers and receive Agency resume submissions.
Contingent Labor Management	Functionality designed specifically for the requisition and management of contract labor including the distribution of job requirements to multiple vendors, submission and review of resumes, tracking of assignment, time reporting and billing.

Candidate / Applicant Management

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Sending resumes to a manager	Ability to send a "Formatted Resume" to a Hiring Manager including Recruiter comments.			
Client defined workflow steps and statuses	Client can set up steps and statuses for tracking a candidate through their recruiting process, with ability to tailor it for required and desired steps.			
Client can define multiple process workflows (Example: proposals, employee referral, internal transfers, etc.)	Ability to create multiple applicant workflows (set of tracking steps & statuses) to be selected at the requisition level.			
Workflow triggered alerts	Alerts can be set up in the system to drive the next step in the process or to function as reminders.			
Ability to create a "tree-structure" workflow	Workflow has logic associated with steps. (i.e. step A can be followed by step B, C, D, or E).			
Volume hiring updates	The ability to change the status for a group of candidates in a single step.			
Interview team member history	Ability to select and record a list of interviewing team members for a requisition.			
Interview team notifications	Ability to send an email notification (including a calendar meeting request) to the interview team members when scheduling the interview within the system (including interview packets, resumes, etc. when sending the email request).			
Storage of interviewer comments	Ability to configure an online interview feedback form to capture the comments from each interviewer, standard or ad hoc questions.			
Interviewer attachments	Ability to include attachments to the interviewer notifications (e.g. interview guidelines, interview schedule, resume, etc.)			

Offer Management and Verification

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Approval routing and status tracking	Select a list of approvers, route for approval via email. In addition, the status of the approval process is tracked and displayed real-time on the Offer in the application as well as in the subsequent emails that go to the 2nd and 3rd approver, etc.			
Pre-defined approval routing lists	Lists of approvers can be created, saved, and/or assigned to a user or requisition.			
Approvals can take place directly from an email	When approving an Offer, the approver can take action directly from the email notification without having to log into the application or from a Blackberry.			
Offer letters can be generated by merging fields into letter templates.	Data can be merged from the candidate record, the requisition, and the Offer terms into offer letter templates.			
Offer letters can be edited at the recruiter level	Recruiter can make edits to the offer letter at the time of generation and distribution.			

Performance Management

Review Process (Employee and Manager)

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Select and display competencies	Display selected professional or leadership competencies.			
Select and display goals/objectives	Display selected goals/objectives (i.e. quantitative and/or qualitative).			
Foreign Language Capabilities	Ability for employee and manager to complete annual reviews in France based French; Spain based Spanish and Standard Modern Arabic.			
Display and copy Performance Review from Previous year	Import content from previous years review into current review.			
Select and display goal alignment	Display selected goal alignment to company, organization, department, and/or manager goals (cascading goals).			
Select or create and display skills	Display selected or created company, organization, department, employee skills.			
Create and display employee performance notes	Display created performance notes (positive or negative) throughout the review cycle. These are notes created by the manager.			
Solicit and display feedback(Secondary Review)	Select employees (i.e. managers, matrix managers, peers) to solicit performance feedback (i.e. 360, peer review, business review) and display. Pay particular attention to how this feedback is gathered and entered into the system. Ability for this can be initiated by the employee and include reviewers outside of RTI.			
Select and import feedback	Ability for a manager to select feedback from secondary review and bring into current manager review.			
Limit text	Display the ability to limit the number of characters per review.			
Performance review filtering	Manager can filter performance review information based on approval status,			

	assigned to, author/owner, manager, employee, organization, location, job field, job role, review cycle, review group, review group owner, overall rating; filtering can be cumulative.
Batch activities	Manager can take group actions on a multiple employees simultaneously.
UDFs	Available user-defined fields for employee competencies.

Review Workflow

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Review cycles	Ability to configure multiple review cycles and tied to various reviews.			
Review groups	Ability to define review recipients based on dates, job function, organization, job code, etc.			
Workflow Order	Ability to configure order of workflow (i.e. self-assessments can be configured to be completed first).			
Notifications	Ability to push reviews to employees, managers and external customers.			
Reminders	Ability to send reminders to employees and managers via email or screen prompts (manual and automatic).			
Acknowledgements	Ability to send auto acknowledgements triggered by event/activity.			
Next Level Approval	Ability to auto/manually route to multiple levels of approval.			
Configurable workflow	Ability to configure various steps of the review process, ability to make review steps mandatory, manager override ability, ability to display/hide visual graphic workflow diagram.			
Auto/Manual Progression	Ability to automatically or manually progress through the review process.			
Review form	Exportable and printable review form.			

Career Planning / Personal Development (Employee)

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Create and display future career plan scenarios	Display multiple future career plans (vertical, horizontal, both) - where does the employee want to go next (lateral, promotion, etc.).			
Select and display positions, job families and organizations/divisions of interest	Display selected positions and organizations of interest from import of job list and organization list (mentorships and cross-training) - gives the employee the opportunity to identify a position, job-family or organization of interest.			
Create and display training requests	Display developmental training requests (entered by an employee or manager) - this could be an integration point to the LMS.			
Create and display executive/professional requests	Display various executive/professional requests (i.e. executive coaching, cross training, job shadowing, speaking engagements, writing submittals, managing people, presentations, mentoring, apprenticeship).			
Create and display organization affiliations and/or conferences/seminars	Display employee organization/affiliation or conference/seminar requests to join or attend.			
Select and display competency development	Display selected desired competencies (entered by employee).			
Create self-asses job readiness	Display selected self-readiness from list of options (i.e. Now, 0-3 months, 3-6 months, 6-9 months, 9-12 months, 12 months +).			
Select and display willingness to relocate	Display selected willingness to relocate (i.e. yes, no, maybe, comments).			
Display career pre-requisites	Display required training, education, certification(s), license(s) for position of interest.			
Submit development requests for approval	Submit development self assessments to direct manager for review, feedback and approval (areas where the development needs to occur, as well as specific courses, conferences to help meet these development areas).			

Career Development (Manager)

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Create or select and display employee training goals	Display created or selected employee completed training, assigned training (mandatory/development), scheduled training, and employee training requests. This is the manager identifying training goals for an employee.			
Competency Development	Display assigned professional/leadership competencies.			
Create and display executive/professional assignments	Display various executive/professional recommendations (i.e. executive coaching, cross training, job shadowing, speaking engagements, writing submittals, managing people, presentations, mentoring, and apprenticeship).			
Create and display organization affiliations and/or conferences/seminars	Display employee organization/affiliation or conference/seminar recommendations.			

Employee View / Navigation / Help / Other

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Help Links	Online help, FAQs, customer support, product version. Links to online documentation such as a Job Description library.			
Card View	Display employee goals, business goals or projects using the card mode; the card mode provides details on one item at a time and offers the possibility of editing progress. This can also include employee photos as well.			
Org Chart	Managers can access and manage information on their direct reports for all functionalities activated; the organizational chart will provide key data (i.e. risk of loss or most recent performance rating) for each of the manager's direct reports.			
Mini Org Chart	Displays a single analytic data point at a time; the manager can drill down into all layers of his organization and can view key metrics (i.e. performance reviews, goals, succession).			
Graphs	Graphical display of various information (i.e. Gap Analysis, goal progress, review completion progress).			
Attach Documents	Ability to attach reference documents to various sections within the system.			
Mouse-Over Hover	Additional tooltips or descriptions that display when user hovers their mouse pointer over various graphics or words within the system.			

Succession Planning (Manager - Planning of individual talent matched to critical roles)

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Create and display critical roles for today	Display critical job roles (i.e. title, level, location, division, organization).			
Create and display critical roles for future	Display critical job roles (i.e. title, level, location, division, organization) for future (workforce planning like tools).			
Calculate and display performance rating	Performance rating is automatically averaged from various sections of the performance review and displayed (current and past).			
Calculate and display performance ranking	High potential employees will be automatically ranked according to order of fit with critical role (i.e. 9-box grid, numeric ranking, high performer, high potential) - can be ranked by position, organization, etc.			
Various dimensions of matrix	Matrix displays employee performance, potential, number of succession plans an employee is on, years in management, years in industry.			
Navigation from multi-dimensional matrix	Manager can select an employee within the matrix and navigate to employee information (i.e. Performance review, talent profile, employee goals, career plan).			
Display employee comparisons	Display comparison of multiple high potential employees according to fit to critical role (i.e. # of employees to compare, comparable data, fit gap analysis, ranking analysis, bench strength).			
Create and display role readiness	Manager can create and display high potential employee role readiness (i.e. now, 0-3 months, 3-6 months, 6-9 months, 9-12 months, 12+ months).			
Create and display retention risk	Manager can create and display high potential employee retention/loss/flight risk (i.e. high, medium, low, comments).			
Create and display role willingness	Manager can create and display high potential employee role willingness (i.e. yes, no, comments).			
Create and display willingness to relocate	Manager can create and display high potential employee willingness to relocate			

	(i.e. yes, no, maybe, comments).
Create and display willingness to travel	Manager can create and display high potential employee willingness to travel (i.e. none, 25-50%, 50-75%, 75-100%).
Create and display interest in international assignment	Manager can create and display high potential employee interest in international assignment (i.e. yes, no, maybe).
Create and display interim replacement for critical role	Manager can create and display high potential interim replacement for critical roles.
Display of gap analysis	Automatically calculate and display high potential employees' fit gap analysis of employee to their next position and ranking analysis of employee to that next position.
UDFs	Available user-defined fields for succession planning.

Succession Pooling (Manager - Planning of a talent pool for critical roles)

Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Display high potential pool	Display nominated and/or approved high potential pool (i.e. employee information, designated nominators, designated approvers, approvals, rejections, role readiness, rejection comments).			
Calculate and display performance rating	Performance rating is automatically averaged from various sections of the performance review and displayed (current and past).			
Calculate and display performance ranking	Pool of high potential employees will be automatically ranked according to order of fit with critical role (i.e. 9-box grid, numeric ranking, high performer, high potential).			
Display employee comparisons	Display comparison of multiple high potential employees according to fit to critical role (i.e. # of employees to compare, comparable data, fit gap analysis, ranking analysis, bench strength).			
Create and display role readiness	Manager can create and display high potential employee role readiness (i.e. now, 0-3 months, 3-6 months, 6-9 months, 9-12 months, 12+ months).			
Create and display retention risk	Manager can create and display high potential employee retention/loss/flight risk (i.e. high, medium, low, comments).			
Create and display role willingness	Manager can create and display high potential employee role willingness (i.e. yes, no, comments).			
Create and display willingness to relocate	Manager can create and display high potential employee willingness to relocate (i.e. yes, no, maybe, comments).			
Create and display willingness to travel	Manager can create and display high potential employee willingness to travel (i.e. none, 25-50%, 50-75%, 75-100%).			
Create and display interest in international assignment	Manager can create and display high potential employee interest in international assignment (i.e. yes, no, maybe).			
Create and display interim replacement for critical role	Manager can create and display high potential interim replacement for critical			

	roles.
Display of gap analysis	Automatically calculate and display high potential employees' fit gap analysis of employee to position and ranking analysis of employee to position.
UDFs	Available user-defined fields for succession pooling.

Reporting				
Requirements	Description	Yes/No	Module Required	Response- How will your software achieve this
Standard reports are delivered with the system	System is delivered with a set number standard reports.			
Ad-hoc reporting capability	System is delivered with an ad-hoc report writing tool so that a client can create their own reports as needed.			
Advanced Value metrics	Data analysis of employee review process status, goal progress by hierarchy and high performers / high potential employees, identified gaps, critical roles.			
Reporting Security	Ability to enable field level security and access to report creation, output and distribution.			
Reporting UDFs	Ability to report user-defined fields.			
Exporting reports	Reports can easily be exported to other applications (i.e. .xls, .pdf, .txt).			