



**HISD REQUEST FOR PROPOSAL FOR
APPLICANT TRACKING SOLUTIONS (ATS)**

RFP/Project # 15-10-23 Applicant Tracking Solutions

Section 3

**SCOPE OF WORK
AND SPECIFIC CONDITIONS**



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1.0 Overview

1.1 Statement of Purpose

The Houston Independent School District (HISD) is seeking to replace the current HR Applicant Tracking system which is based on AppliTrack. HR is seeking to solicit proposals through Procurement Process from vendors to implement a new solution. This solution will need to interact and co-exist with other HR and Business systems as well as meet all the Applicant Tracking requirements for HISD.

1.2 Business Case

To provide a phased approach to replace the current HR Applicant Tracking system which is based on AppliTrack. Current system as well as the proposed implementation of SAP / HCM module lack several key functionalities that the HR Talent Acquisition requires. Therefore HISD is seeking to solicit proposals through Procurement Process from vendors to implement a solution that will support all requirement of Applicant Tracking Functions in HISD.

1.3 Current Situation / Opportunity Statement

Currently, the Houston Independent School District (HISD) uses AppliTrack for Talent Acquisition activities. Neither this product nor the proposed alternative (SAP/HCM) does not support all the requirements and the growing Talent Acquisition needs of the District. Hence the HR wants to seek out for a solution (via a formal procurement process with the help of the Procurement department) that will best satisfy their requirements. In addition to the Applicant Tracking Functionality, the business also wants to review onboarding functionalities if available as part of the proposed solution

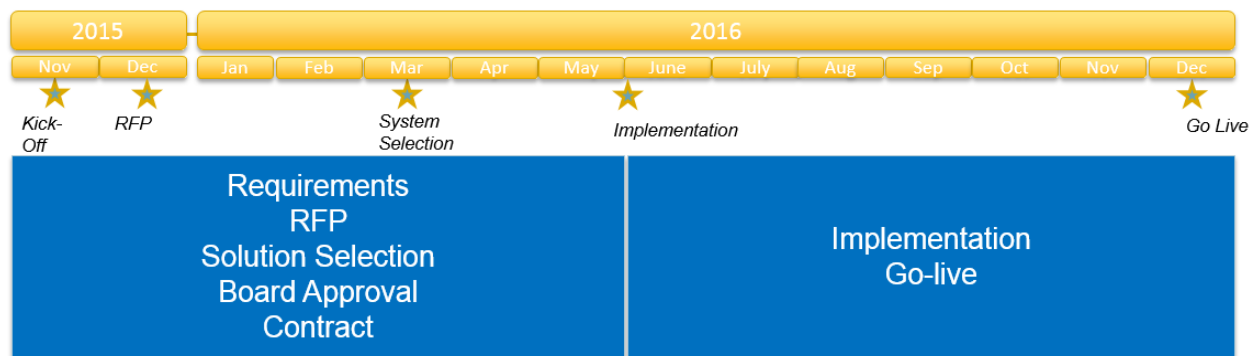
1.4 Business Goals

The goal is to conduct the RFP and Product selection by first quarter of 2016 and get Board of Education Approval in April, 2016. HISD wishes to con and enter in to contract with the vendor soon afterwards. The Implementation is expected to take at least 6 months however this can vary based on the solution selected. The goal is to kick-off the implementation project in June so as to be able to go-live in December, 2016.

This procurement process will include, soliciting proposals for solutions, selecting, customizing and implementing the solution to fit HISD business needs. However the current phase will be limited to Preparing and publishing RFP, Proposal evaluation, Product Selection, Board approval and contracting with the vendor the scope will not include any activities related to the future implementation project. Implementation project will be decided only upon obtaining Board approval for the selected solution/vendor.

1.5 Procurement and Implementation Schedule

At the conclusion of this RFP cycle, the District will recommend a new Applicant Tracking platform and implementation partner to the HISD Board of Trustees. Upon approval, implementation of the new system will begin in June 2016 and require approximately 6 months to complete in time for use during December, 2016. The Provider's response should include a proposed detailed schedule indicating how the Provider is able to meet the desired schedule.



■ Key Dates:

- Procurement (RFP and Product Selection) – January – March, 2016
- System Implementation: June – Dec, 2016
- Go-Live: December, 2016

Figure 1. Schedule Requirement

2.0 Relevant Background Information

The Houston Independent School District’s “A Declaration of Beliefs and Visions” has been the District’s road map to success for two decades. A statement of HISD’s instructional and operational philosophy, the basic tenet of that document is HISD’s commitment to focusing all its resources on students and schools. This foundational work formally put our schools front and center by focusing on the student-teacher relationship, decentralization, and performance over compliance, a common core of academic subjects for all students, accountability, empowerment and capacity.

HISD is a district of choice. While students can always attend their neighborhood school, parents and students can choose to attend any school in the District as long as there is space available and entrance requirements can be met for schools or specific programs that have them.

To learn more about the District, students served and services provided, please see: www.houstonisd.org/achievements.

3.0 Educate. Transform. Empower.

At Houston Independent School District we believe that every child deserves a life-changing education.

We are committed to getting outstanding results for our students.

Human Resources impacts student achievement by:

- Recruiting, selecting, retaining, and developing exceptional people
- Providing employees excellent support and development
- Maintaining high expectations
- Delivering high-quality customer service.



With more than 280 schools serving over 200,000 students district-wide, it is our mission to cultivate the leaders of today by ensuring that our students receive the highest quality education from effective teachers and other supporting employees. Houston Independent School District is an equal opportunity employer.

4.0 Pre-qualification Requirements

The Pre-qualification Requirements represent those items that must be addressed in a satisfactory manner in order for the proposal to be considered responsive and to be further evaluated by the RFP Technical Proposal Evaluation Committee.

- Proposer must establish by describing how the proposed solution will allow configuring the system for 'job like applications' to be routed to a central pipeline that allows for streamlined screening and visibility for hiring managers.
- Proposer must establish by describing how the Product can be easily integrated with SAP / HCM.
- Proposer must establish by describing how the solution can do Automated Reference Check and Receipt (for example, when the candidate submits details of the references (email-id, phone no. etc.) the system should send out emails automatically to the references with a link to a form for them to submit their reference to the candidate. Please note that this function should not have to be working the above manner, however the proposer must establish a viable option to provide for this feature)
- Proposer must submit one or more Cost Proposals
- Proposer must respond with a hosting solution that meets HISD's minimum technical architecture standards. Whether the proposer responds with a vendor hosted solution, a district hosted solution or both solutions (preferred), one of the proposed solutions must meet HISD's minimum technical architecture standards to merit further consideration.
 - ☐ On premise
 - 1) Must be compatible with Windows 2012 R2 (and later), SQL Server 2012 (and later), and Internet Information Server 8.0 (and later)
 - 2) Must be compatible with all the browsers listed in TR 4.2
 - 3) Must support HTML 5 and not require any client installed components including but not limited to Flash
 - ☐ Hosted
 - 1) Must be hosted at a Tier 3 or above data center
 - 2) Must meet all FERPA and other government requirements for managing data
 - 3) Must be compatible with all the browsers listed in TR 4.2
 - 4) Must support HTML 5 and not require any client installed components including but not limited to Flash



5.0 Functional Scope

The Solution proposed must meet or exceed all the Business/Functional Requirements outlined in Attachment C of the RFP package. The requirements outlined are only for information purposes. The proposal is for a comprehensive solution that meets the actual Applicant Tracking (and potentially Onboarding) needs of HISD. Detailed functional requirements must be elicited as part of a “Gap-Analysis” by the Provider during the Implementation Phase of the project. The Provider must add/customize the product/solution to meet HISD requirement to the satisfaction of stakeholders, whenever there is a gap between available features/functionalities of the standard system vs. HISD requirements. The provider must also build necessary system interfaces to SAP, SuccessFactors and other HR systems. Providers are encouraged to respond with additional features/functionalities and/or processes.

5.1 Functional Scope Summary

System should have all features and functionalities that will support HISD for Applicant Tracking portion of Talent Acquisition. HISD is also interested to see the how Recruiting-Onboarding process/ functionality works if available as part of the solution

The new solution will support the production and management of Applicant data across HISD. It is anticipated that Proposers will include screen shots of their product where it can help evaluators understand their response.

In evaluating the proposed solutions, HISD will pay particular attention to the features and functions that address the overall usability of the product. The quality of the user experience will be a critical factor in the selection process. In the written response proposers should describe how their product has been designed to offer full functionality in combination with ease of use. Additionally, proposers should also clearly describe the reporting capabilities of the system such as built-in reports, ad hoc reports, state reporting, data base queries, and custom reports development. The goal is to enable applicants and HISD HR to us the system efficiently and effectively.

5.2 Business Processes (Functional Requirements)

As mentioned earlier, the attached Fit-gap Analysis document (Prepared based on the current AppliTrack system) as well as the Requirements List are provided only for information purpose. There may be additional requirements with respect to Applicant Tracking function including but not limited to requirement for other functionalities, processes, Interfaces to other systems, reporting and analytics. The vendor must accommodate to deliver these requirements without requiring a change order.

Please download the Microsoft Excel document “Attachment C Requirements List” provided as a separate attachment to this RFP package.



6.0 Technical Environment

6.1 Technical Overview of Planned ATS Environment

The District will be procuring a turnkey Applicant Tracking System, including all software, hosting, hardware, training and implementation support as applicable. HISD seeks a solution that provides all the resources necessary for successful deployment, adoption and ongoing support. The Proposer must fully enumerate all one-time and recurring resources, costs and requirements that would be assumed either partially or fully by the District in terms of procurement and support.

Attachment D of the RFP package details the required “technical” elements of the Applicant Tracking System, which responding proposers should address in full.

Please download the Microsoft Excel document “Attachment D Technical NF Requirements,” provided as a separate attachment to this RFP package.

The attachment includes requirements organized by the following categories:

- Hosting
- Proposer/Company Characteristics
- Hardware
- System Architecture
- Methodology
- Performance
- Integration
- Application Monitoring and Error Logging
- Security
 - ☐ Backup and Disaster Recovery
 - ☐ Supporting Documentation
 - ☐ Roles and Responsibilities
 - ☐ External Parties
 - ☐ Information and Security Policy and Procedures
 - ☐ Risk Assessment
 - ☐ Compliance with Legal Requirements
 - ☐ During Employment — Training, Education, Awareness
 - ☐ Background Checks
 - ☐ Termination or Change in Employment
 - ☐ Secure Areas
 - ☐ Application and Information Access Control
 - ☐ Encryption



- ☐ Vulnerability Assessment and Remediation
- ☐ Monitoring
- ☐ Identity and Access Management
- ☐ Identity Management
- ☐ Entitlement Reviews
- ☐ Antivirus
- ☐ Network Defense and Host Intrusion Prevention Systems
- ☐ Security Monitoring
- ☐ Media Handling
- ☐ Secure Disposal
- ☐ Segregation of Computing Environment
- ☐ Change Management
- ☐ Process and Procedures
- ☐ Disaster Recovery Plan and Backups
- ☐ Product Security Development Lifecycle
- ☐ Crypto Materials and Key Management
- ☐ Federated Identity Management and Web Services
- ☐ Contact Information
- Non-functional Requirements
 - ☐ Reliability
 - ☐ Scalability and Extensibility
 - ☐ Data Management
 - ☐ Usability
 - ☐ User Access Management
 - ☐ Workflow Management
 - ☐ Search
 - ☐ Page Layout
 - ☐ Adaptability and Accessibility

In addition to the detailed Technical Requirements listed in Attachment D of the RFP Package, The District expects the responding proposer to describe the technology components of the proposed solution in plain terms, both graphically and in narrative form.



6.1.1 SAP HCM

HISD has selected SAP HCM to be the primary HR system and any proposed solution must be capable of integrating with SAP HCM with minimal configuration / customization and at no cost to HISD

6.1.2 SuccessFactors

HISD has selected SuccessFactors as the Learning and Professional development system and it is highly desirable that the proposed system be able to integrate with SuccessFactors

6.1.3 eSkill, Haberman

HISD uses Skill Assessment Tools - eSkill and Haberman. The proposed solution must be able to integrate with these tools.

6.1.4 Other Eco-System of Applications / Data Sources

HISD has a number of other applications and data sources (eco-system of applications/data sources) in use by IT and Business and the proposed solution must be able to co-exist and interact with this Eco-System effectively and using standard interaction/interface protocols.

6.1.5 Enterprise Data Warehouse

In 2010, HISD developed a plan to align with its Board's Declaration of Beliefs and Visions to meet the needs of HISD's Personals, students, parents and community.

One key strategy was building "better systems for collecting, retrieving, analyzing and reporting data." In 2011, HISD initiated a three-year, \$10.5M project to build an Enterprise Data Warehouse (EDW), a database containing information drawn from many sources, plus ready-to-consume Analytics for Education (A4E) dashboards and reports for principals, teachers and administrators, as well as an ad hoc reporting Power User Environment (PWR) and reporting/query tools for PWR Users.

Using Microsoft (MS) SQL Server, Informatica Power Center and IBM Cognos, and created by a cross-functional team of HISD Information Technology (IT), School Support, Student Support and Academics staff, the evolutionary A4E and PWR resources are the result of this extensive effort. For the first time in HISD's history, these tools have put current and historical data directly in the hands of those who need it most to help them make a difference for HISD's diverse beneficiaries.

Given the pivotal role A4E and PWR play in HISD, it is essential that the selected ATS be able to integrate seamlessly with EDW as enumerated in the data/integration question in Attachment D.

6.2 Hosted and On Premise

HISD is open to either 'hosted' or 'On Premise' delivery models. A responding Proposer must clearly indicate key differences between the two delivery models in their proposals so that HISD may evaluate all options equally.

- A Hosted model is defined as any scenario in which the hardware resides and application resides outside of the HISD data center. This includes, but is not limited to, Infrastructure as a Service (IaaS), Software as a Service (SaaS), Platform as a Service (PaaS), or some form of Internet cloud-based solution. The Proposer is responsible for



all support of the solution. In this context, support includes, but is not limited to, software patches and upgrades, OS licensure, maintenance, backups, etc. The proposer must provide information regarding the hosting facility, including hosting company name, contact person, contact number, and any service-level agreements that exist between respective companies. See Section 6.0 for service level information request and attachment D for more requirements.

- An On Premise model is defined as a scenario in which the hardware resides on site at an HISD facility. HISD is responsible for maintaining the servers, operating systems, and other systems software. The Proposer is responsible for supporting all components of the solution through a monitored remote connection and/or limited on-site access. In this context, support includes, but is not limited to, software patches and upgrades, 3rd party software licensing, performance tuning, maintenance, etc.

All proposal responses should specify detailed requirements for network connectivity and bandwidth capacity, as well as ancillary requirements (if any) for specialized network services such as remote VPN access, firewall policy exemptions, or customized LAN configurations. Solution robustness and capacity should be verifiable via Web performance and load testing software/service reporting, and capable of sustaining adequate simultaneous client/Web connections for the intended use/audience. Hosted solutions should be equipped to provide increased bandwidth on demand, as needed.

See Section 6.0 for service level information request and attachment D for more requirements and requested information.

6.3 Planned Data Integration Points

Integration with key District applications is paramount in achieving the goals and objectives of this implementation. Irrespective of the hosting model proposed by the proposer, the ATS must facilitate secure data exchanges to/from the proposed solution to existing District applications (both hosted internally and externally) and the data warehouse.

Below is a list of the highest-priority integration points, with which the current ATS has scheduled or persistent data exchanges in existence today. Providers will detail experience with these integrations, as well as process, data standards and integration granularity in **Attachment D in the RFP Package.**

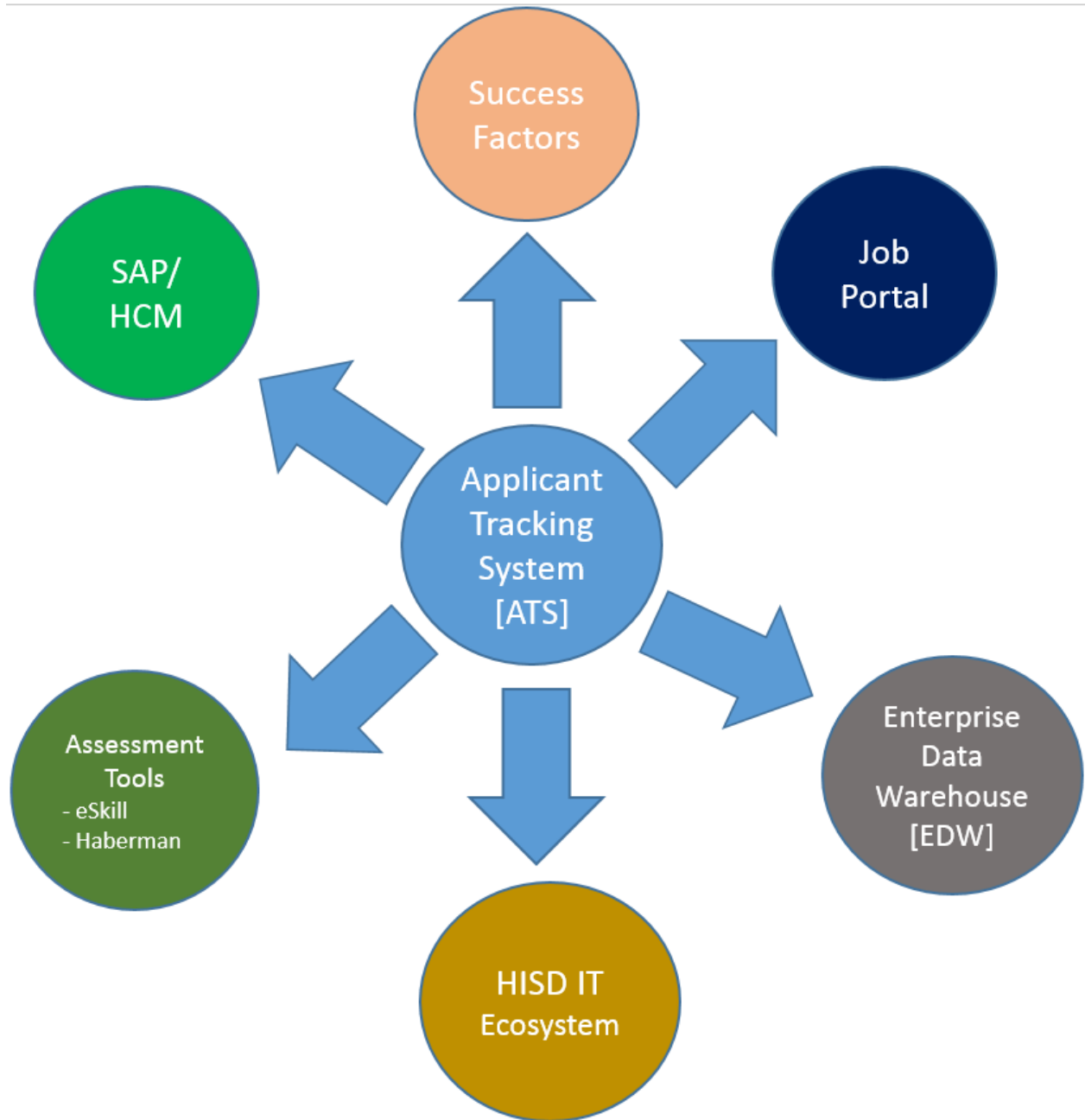


Figure 2. Integrations Requirements Diagram

7.0 Service-Level Agreement (SLA) Requirements

Service-Level Agreements (SLAs) represent the formal service expectations for which HISD will hold the Proposer accountable. It is critical for the Proposer to define which objectives will be set and maintained across the implementation and support of the proposed solution, so that this may be communicated throughout HISD's user base. Proposers are expected to consistently meet or exceed these SLAs. For each SLA, please provide a definition/explanation, measurement/ calculation, performance target/objective, and source.



HISD is looking for Proposers to provide their own SLAs, with a sample set of categories listed below (not all will apply to every proposer). See also Attachment D:

- Uptime/Availability (24 x 7)
- Data Center
- Asset Management
- Technical Support/Service Desk
- End-User Computing
- Application
- Security

8.0 Implementation, Project Management and Ongoing Support Requirements

8.1 Implementation

HISD seeks the Proposer's insights and expertise in creating a recommendation for its implementation approach and phasing relative to the scope of functionality and technology being implemented. HISD would like Proposers to consider the sequencing of implementation phases and activities, as well as any core assumptions your response is based on, and factors that would materially affect the duration of the implementation.

Proposers should clearly and succinctly describe their relevant implementation support services (i.e., services provided during the implementation activities prior to go-live) and provide implementation service cost and rate information in the Pricing Response section, as instructed. Implementation services should include, but not be limited to: business change management, communications program development and execution, stakeholder engagement, and management and cultural change management.

Preference will be given to a Proposer that provide a comprehensive implementation approach with stakeholder engagement throughout the implementation which addresses specific issues related to HISD's multiple and diverse stakeholder environment.

8.2 Training

HISD is looking for Proposers to detail their training strategy, methodology, materials, training environments and services provided (number of people, location and number of days), and provide examples of training tools/artifacts, where appropriate. Proposers are expected to follow all security guidelines (e.g., FERPA, HIPAA) and leverage HISD training best practices, policies, branding/communication guidelines, procedures and workflows.

Proposers are expected to provide a dedicated Lead Trainer to work in conjunction with the training team, ATS Subject Matter Experts (SMEs) and the HISD Project Manager. Training must include all the modules associated with a new ATS. Proposers will provide train-the-trainer knowledge transfer to the HISD Training Team and HISD SMEs. Proposers must also provide trainers to conduct training for end users, as determined during the development of the training plan.

Proposers should provide multiple options for training (i.e., computer-based training, instructor-led, and train-the-trainer). Proposers should assume that all users are new to their role for



training purposes only. Furthermore, Proposers must list all documentation that exists for end users, administrators and developers. Ultimately, the goal of end-user training is to prepare the ATS users with the necessary tools needed to perform the functional processes associated with their job, with minimal errors and improved efficiency,

Other areas for Proposers to consider as they develop their training plan are as follows:

- The training plan must be accepted and approved by HISD. All training deliverables must be submitted to HISD for final approval. At least five days must be allowed for the review and to provide feedback.
- Proposers will work with HISD SMEs and training teams to develop HISD-specific scenarios to be used for each module in training.
- Proposers will hand over all training documentation in editable formats (Microsoft Word, PowerPoint, etc.). Proposers will also allow HISD to modify these documents to fit the needs of HISD during and after implementation.
- Proposers will provide training environments to conduct training. No identifiable ATS data can be used in the trainings or in any training materials.
- Proposers will be required to use the HISD IT training team Five-Step Model for training.
- Proposers will develop a knowledge transfer plan for sustainability of support and training.
- Proposers will adhere to and provide data for HISD IT training KPIs and/or metrics. For example, the vendor will evaluate training courses by conducting surveys to maintain a satisfaction rating of 85% or higher for the training sessions. **HISD IT Training will provide the tool.**
- Proposers must perform criminal background checks on all trainers or employees of the vendor entering an HISD building.

HISD is looking for Proposers to detail their support services, both during release go-live and post-release, and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. Support services should include, but not be limited to:

- Call center and problem ticket support services and service levels to ensure that responsive, reliable, and knowledgeable support be provided during and after implementation.
- Details describing Proposer's size and structure of its call center services team.
- Support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described.
- Differences in call center support for client-hosted vs. single-tenant SaaS vs. multi-tenant SaaS support vs. any other models offered (if appropriate).
- Any continuous improvement efforts underway or planned to improve the quality of call center support services.

For the complete Training Requirement, Please download Word Document Attachment "Attachment_F_Training_Requirements" as a separate attachment to this RFP package.



8.3 User Community

Proposers must clearly and succinctly describe any user group forums/events that are available to Proposer's customer base that are either managed by Proposers or are self-managed by customers. Proposer's description should include the frequency, format, cost and locations of these forums/events, along with summary agendas from forums/events recently held.

If applicable, Proposers should describe if and how user group collaboration forums/events are used to inform Proposer's product strategy going forward. If applicable, Proposers should describe any knowledge-based or Web-based sites that allow your customer base to contribute and leverage lessons learned and/or specific solutions related to problems or challenges a particular client has faced. Finally, Proposers should describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

8.4 Project Management

This project will be managed and exclusively owned by a Project Manager from the HISD/IT. The Project Manager will determine and involve other resources from HISD. Proposers must identify a Project Manager who will act as single point of contact (SPOC) for the Proposer. The Proposer's Project Manager will manage all Proposer-assigned resources and project activities. The Proposer's Project Manager will also report to the HISD Project Manager during the course of the implementation.

Proposers must describe their project management approach used to manage the design, configuration and implementation of the new ATS. The project management components that the Proposer will be responsible for include, but are not limited to, the project management areas as follows:

8.4.1 Task Definition and Prioritization

Preference will be given to Proposers that provide detailed definition of project phases, work streams, tasks and prioritization of work on various tasks in the event of conflicts.

8.4.2 Resource Management

Preference will be given to Proposers that address appropriate management of onshore and offshore resources (if any), availability of appropriately skilled resources, and resource balancing across tasks.

8.4.3 Dependency Management

Preference will be given to Proposers that address identification of critical-path items and potential bottlenecks, with viable approaches to address bottlenecks, and workarounds to ensure schedule adherence in the event of slippage.

8.4.4 Scope Management

Preference will be given to Proposers that provide a comprehensive approach to managing scope and scope changes.

8.4.5 Project Change Management

Preference will be given to Proposers that provide a comprehensive approach to change management, including review and approvals by HISD.

**8.4.6 Issue Management**

Preference will be given to Proposers that provide comprehensive approach to issue identification, management of issues at work-stream or PM level, and a clear escalation and resolution process.

8.4.7 Risk Management and Mitigation

Preference will be given to Proposers that address identification and tracking of risks, and have clear and comprehensive risk mitigation approaches, escalation procedures and methods to eliminate risks.

8.4.8 Quality Management

Preference will be given to Proposers that provide a comprehensive approach to managing deliverable and output quality.

8.4.9 Project Rigor

Proposers may use their own Project Management Tool for any activity that is managed internally to them; however, they must use the HISD Enterprise Project and Portfolio Management (EPM) tool for all activities and deliverables that are shared with HISD, including but not limited to capturing the Implementation Master Schedule, the Proposer's detailed WBS, Project Assignments and Artifacts, Project Requests, Change Control, Change Management, Quality Management(QA/QC), Risk/Issue Management, Resource Management, Scope Management, Contract Management, Project Communications, and Project Document Control, as well as recording of Meeting Minutes, Lessons Learned, Action Items, Decision Items, Time Sheets, Invoices, other Project Financials, etc. HISD will provide access to at least three full licenses to its EPM for the duration of the project.

Proposers must follow the project processes below and must provide, at minimum, the District-required deliverables shown below within their Innotas Project Attachments repository to the District Project Manager for inclusion within the project deliverables.

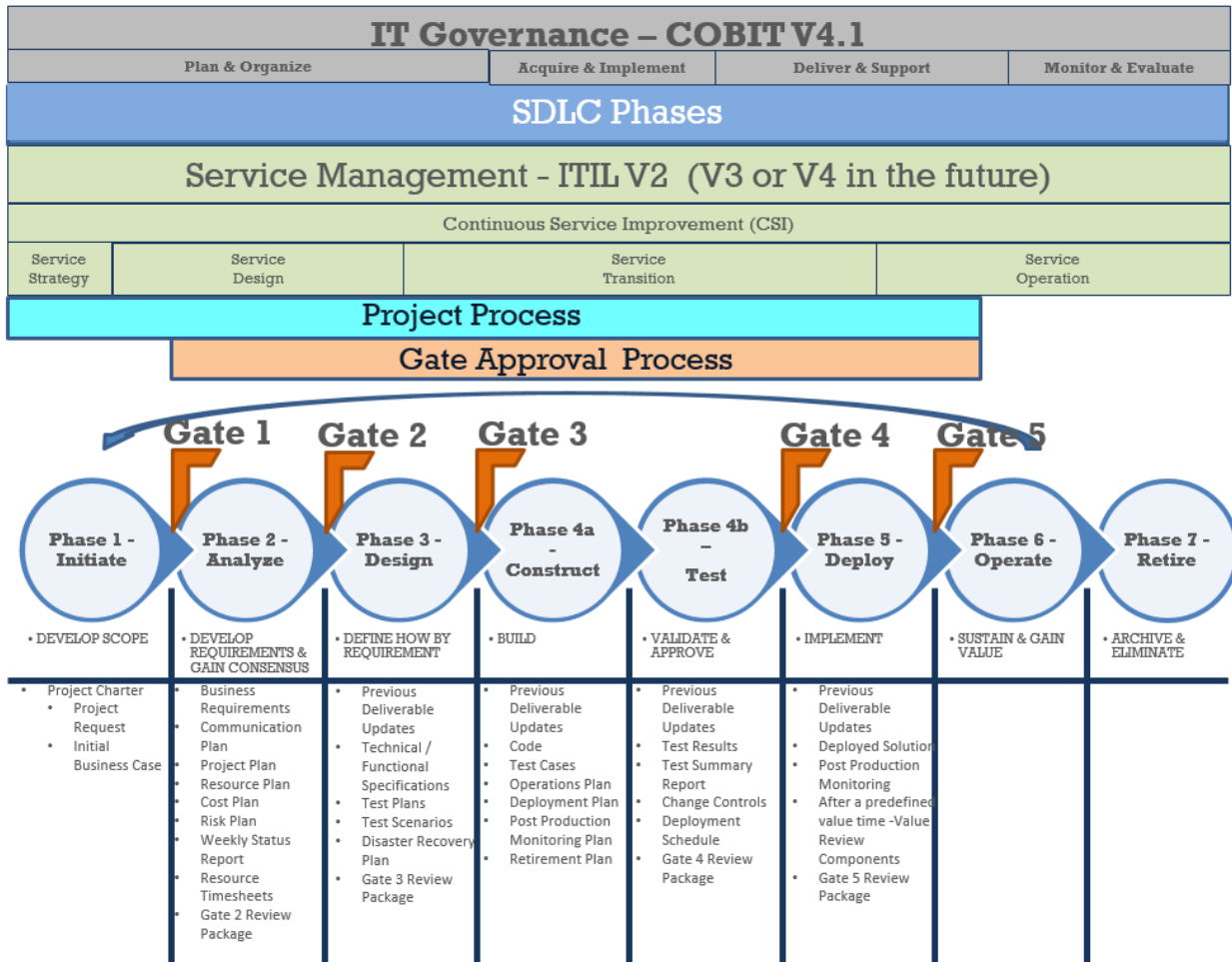


Figure 3. HISD PM-Led Project — Key Artifacts by Phase

Please see the above diagram for various Phases and Gates involved in the IT PM process. Proposer will utilize the District's Project Management methodology and templates and must adhere to a proven, comprehensive, repeatable and rich implementation methodology to streamline projects. The project must be managed according to the process established by HISD IT. The above diagram also denotes the various deliverables/artifacts that must be produced at each phase. Provider will ensure the delivery of all artifacts on time and will subsequently incorporate HISD comments/suggestion before finalizing the documents/artifacts. All artifacts and deliverables listed under each of the above phases must be prepared by the Provider and submitted to HISD for review and approval. HISD may suggest changes, or return the document for not meeting the required quality. Provider must incorporate all comments and suggestions by HISD and produce a final document for approval. The project schedule should indicate draft date, review period, and the date for producing the final document. The HISD IT Project Manager will seek Gate Approval at the completion of each Gate after ensuring that the provider has completed all activities and provided the final versions of all deliverables, thus confirming readiness for the Gate Review.



8.4.10 Project Artifacts

Accomplishing the delivery of project artifacts is a joint effort between the two organizations. HISD employs the RACI model to determine the role each organization has to play in accomplishing the project artifacts. Using the RACI model, each deliverable is categorized in terms of responsibility. Each organization is assigned a separate RACI definition for each artifact. There may be additional artifacts identified throughout the project to support project needs.

Please see below for the Project RACI chart, with detailed role/responsibility assignments for various activities/deliverables. HISD (at its discretion) may be open to negotiation on required artifacts and roles/responsibilities during the contracting stage.

8.4.10.1 Project RACI Chart

The following are the definitions for RACI:

R — Responsible. Has the duty and obligation to do the work. Also has duty to exercise independent judgment to raise appropriate issues.

A — Accountable. Has the authority to decide and is the recipient of any consequences. There can only be one “A” per process. The accountable party to a Deliverable is also obligated to perform the related Deliverable work if the “Responsible Party” is not defined for that same Deliverable.

C — Consulted. Must be given the opportunity to influence plans and decisions prior to finalization by “R”. Any Artifacts or activity must be reviewed and approved by the “Accountable Party.” In short, the Accountable party is the one to produce the artifacts and the Consulted Party is the one to review and comment.

I — Informed. Is informed of progress, key decisions and artifacts by “R.”

Table 1. Project RACI Chart

Artifacts and/or Activities	Proposer	HISD
Project Plan	Responsible/Accountable	Consulted
Staffing Plan	Responsible/Accountable	Consulted
Risk and Issues Management Plan	Responsible/Accountable	Consulted
Change Management Plan	Responsible/Accountable	Consulted
Change Control Plan	Responsible/Accountable	Consulted
Communication Plan	Responsible/Accountable	Consulted
Training Plan	Responsible/Accountable	Consulted
Quality Assurance and Testing Plan (unit, integration, factory acceptance, user acceptance)	Responsible/Accountable	Consulted
Sandbox Environment	Responsible/Accountable	Consulted
Project Requirements Documents	Responsible/Accountable	Consulted
Interface Strategy	Responsible/Accountable	Consulted
Business Blueprint Document	Responsible/Accountable	Consulted
Fit-Gap Analysis	Responsible/Accountable	Consulted



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Section 3—Statement of Work—Page 19

Artifacts and/or Activities	Proposer	HISD
Vendor Organizational Structure	Responsible/Accountable	Consulted
Business Process Master List	Responsible/Accountable	Consulted
Development Standards	Responsible/Accountable	Consulted
Development Plan	Responsible/Accountable	Consulted
Data Migration (Conversion) Plan	Responsible/Accountable	Consulted
Workflow Strategy	Responsible/Accountable	Consulted
Functional Specifications	Responsible/Accountable	Consulted
Technical Landscape Design and Strategy	Responsible/Accountable	Consulted
Transport Strategy	Responsible/Accountable	Consulted
Security Strategy	Responsible/Accountable	Consulted
Reporting Framework	Responsible/Accountable	Consulted
End-User Training Plan	Responsible/Accountable	Consulted
Knowledge Transfer Plan	Responsible/Accountable	Consulted
Detail Testing Plan	Responsible/Accountable	Consulted
Testing Strategy	Responsible/Accountable	Consulted
Development Environment	Responsible/Accountable	Consulted
Security Plan	Responsible/Accountable	Consulted
Design of Security Roles	Responsible/Accountable	Consulted
Complete Development	Responsible/Accountable	Consulted
QA Review of Blueprint	Responsible/Accountable	Consulted
Review of Blueprint	Responsible/Accountable	Consulted
Configuration Cycle 1 — Baseline Configuration	Responsible/Accountable	Consulted
Configuration Cycle 2 — Master Data, Basic Transactions	Responsible/Accountable	Consulted
Configuration Cycle 3 — Complex Scenarios	Responsible/Accountable	Consulted
System Integration	Responsible/Accountable	Consulted
Complete Technical Unit Testing	Responsible/Accountable	Consulted
Functional Unit testing of Development Objects and Configuration	Responsible/Accountable	Consulted
Test Scenarios/Test Cases and Scripts	Responsible/Accountable	Consulted
Quality Assurance Environment	Responsible/Accountable	Consulted
Training Environment	Responsible/Accountable	Consulted
Production Environment	Responsible/Accountable	Consulted
QA System Ready for Integration Testing with Sample Scripts	Responsible/Accountable	Consulted
Integration testing — (Multiple Cycles)	Responsible/Accountable	Consulted
User Acceptance Testing	Responsible/Accountable	Consulted
Performance Testing	Responsible/Accountable	Consulted
Data Conversion (Migration) Including Data Cleansing	Responsible/Accountable	Consulted
Obtain Conversion Data Validation and Sign-Off by HISD	Responsible/Accountable	Consulted



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Artifacts and/or Activities	Proposer	HISD
Detailed Change Management Plan (i.e., transition plan, readiness assessments, end-user role transition documents, training, changeover, production support etc.)	Responsible/Accountable	Consulted
Organizational Change Management Plan for Impacted Business Areas	Responsible/Accountable	Consulted
Configuration Documentation	Responsible/Accountable	Consulted
Business Process Procedures — Definition	Responsible/Accountable	Consulted
Business Process Procedures — Writing	Responsible/Accountable	Consulted
Rollout Strategy Plan	Responsible/Accountable	Consulted
Cutover Plan	Responsible/Accountable	Consulted
Batch Scheduling	Responsible/Accountable	Consulted
Training Schedule	Responsible/Accountable	Consulted
Training Curriculum	Responsible/Accountable	Consulted
Training Materials/Contents	Responsible/Accountable	Consulted
Train the Trainer	Responsible/Accountable	Consulted
End-User Training-Central Offices	Responsible/Accountable	Consulted
End-User Training Schools	Responsible/Accountable	Consulted
System Configuration Review	Responsible/Accountable	Consulted
Go-Live Contingency Plan	Responsible/Accountable	Consulted
Knowledge Transfer	Responsible/Accountable	Responsible
Production Cutover	Responsible/Accountable	Consulted
Production Support Plan	Responsible/Accountable	Consulted
Production Security Roles	Responsible/Accountable	Consulted
Production Support — Stabilization Three Months	Responsible/Accountable	Consulted
Data Migration (Conversion) Plan	Responsible/Accountable	Consulted
Data Migration Implementation	Responsible/Accountable	Consulted
Data Transfer and Decommissioning of Existing System	Responsible/Accountable	Consulted

9.0 Fees and Licensing

HISD shall pay the Proposer for the implementation services, on a Fixed-Fee/Not-to-Exceed basis, by the agreed-upon payment milestones included in the final negotiated contract. All fees will be tied to concrete deliverables and based on their acceptance by HISD. However, 10% of all fees will be withheld until the completion of the project and successful deployment of the entire solution.

The total fees for implementing the proposed solution (including all implementation fees, software and hardware) as well as ongoing maintenance / support fees must be detailed and summarized in the cost estimation, Attachment E – Cost Proposal (MS-Excel). These fees must be inclusive of travel and other expenses, and exclusive of applicable taxes. HISD will only pay the Provider fees that are specified in the Proposed Cost Workbook.



Please download the Microsoft Excel document “Attachment E Cost Proposal,” provided as a separate attachment to this RFP package.

At the completion of the Detailed Design activities, the Current Target Fee Estimate shall be reviewed and updated by written agreement of the Parties, to address any change in the scope or schedule (or other aspects of the Services) agreed upon during the Detailed Design activities. Such amount shall be the “Final Target Fee Estimate.” The Final Target Fee Estimate may be further adjusted by the Parties through the Project Change Control Procedures.

During negotiations with the Proposer, an agreed-upon incentive plan may be established that encourages the Proposer to complete project milestones in a shorter time frame than the proposed implementation plan.

The terms and conditions provided by the Proposer should include any costs / fees applicable to those terms and conditions such as the cost of termination without cause and the cost of transitioning hardware, software and data to HISD or another designated provider.

10.0 References

Proposer must provide a list of a minimum of three recent (past three years) clients’ references an HISD reference subcommittee may contact if the Proposer is selected to proceed to the demonstration/interview stage of the selection process.

It is preferred that:

- References be as consistent as possible with the HISD organization, size and proposed solution
- References should span technical architecture and hosting options provided in scope of work
- At least some references be provided that have implemented the same solution (i.e., functional scope and modules) as is being proposed for HISD
- If your proposal includes use of third-party subcontractors, it is preferred that reference clients be provided for each third-party subcontractor

The written references will be evaluated as part of the written proposal evaluation. For the Proposers that are selected to proceed to the demonstration/interview stage of the selection process, the references will be contacted and interviewed by HISD.

Each Proposer must utilize copies of the form found in Attachment F – Reference Form. The Proposer should verify the availability of each contact that will be provided so that HISD may contact each reference to verify and clarify all information included in the reference submitted.



11.0 Acceptance Criteria

A Deliverable can be a document, artifacts, activity, software/system-module/function or application, or a group/collection of the same. These Deliverables are contractually obligated and, as such, all Deliverables must be delivered on time and in accordance with the quality requirements of HISD IT PMO. A Deliverable marks the completion of a grouping of activities and/or artifacts.

Provider has agreed as systems integrator to develop, oversee and manage all artifacts (including but not limited to the ones mentioned in the RACI chart) and any attached approved change order. Artifacts include, but are not limited to, documentation on HISD agreed-to templates such as: schedules, workshop presentations, business process documents, configuration and migration strategy document, realization high-level plan and work effort estimates, detailed resource plan, and other documentation.

The District and Provider process for review and acceptance for payment of a Deliverable is as follows:

- Provider Project Manager delivers Deliverable to District Project Manager;
- The District Project Manager will log the Deliverable into Innotas to memorialize date and time of delivery;
- The District Project Manager will schedule a review meeting with appropriate District and Provider personnel within three (3) business days to be held within seven (7) business days of receipt of the Deliverable;
- Requests for change or revisions will be given to Provider PM and logged into Innotas within seven (7) days of District/Provider meeting;
- Provider will return requested revisions within five (5) business days for review;
- This process will repeat until the quality of the Deliverable is deemed satisfactory by the District.

When a Deliverable has satisfied the acceptance criteria, HISD shall give Provider written notice thereof and such Deliverable shall be deemed to be accepted. If written notice is not received, the submission will be deemed not accepted.

12.0 Payment Schedule

Payments will be tied to payment milestones. Each Milestone will be completed by acceptance of specific Deliverables by HISD. Payment milestones will be discussed and agreed during contracting. The following criteria must be met by the Provider prior to payment for each project phase:

12.1 Payment Schedule and Procedures

12.1.1 Payment Schedule

The Provider will invoice the District for all payments based on an agreed-to schedule of Deliverables with associated payment amounts. The pricing for that Deliverable is inclusive of all overhead and out-of-pocket expenses, including but not limited to travel expenses and training. Provider will invoice for a Deliverable based on District's acceptance of the work described in each Deliverable.



12.1.2 Billing Procedures

The District's obligation to make payments under this Contract are conditioned upon completion of specific Milestones set forth in the Project Schedule. Payment Schedules are tied to completion of the Acceptance Criteria of completion of a specific Project Milestone. The Provider may only submit invoices for Artifacts accepted by the District. The District will not make payments in advance of the completion of the Milestone and acceptance by the District of all the Artifacts required to complete the Milestone, and will not prorate payments for partial completion of a Milestone. The District may withhold payments that are subject to a good-faith dispute.

12.1.3 Support Documentation

When the Provider delivers an invoice to the District, the invoice will include the Provider's documentation on level of effort to achieve the artifacts and activities for that Deliverable. In no event will the amount invoiced exceed the fees reflected in the Payment Schedule. The HISD IT Project Manager must review and approve all the invoices prior to submitting to Accounts Payable for payment.

12.1.4 Delivery of Payments

Payments will be mailed to the Provider's address as set forth herein, unless the Provider agrees in writing that payments will be delivered to the Provider electronically via an electronic payment system offered by the District.

All pricing is inclusive of travel and all related Provider costs. Provider FTEs allocated at 75% or more to the project are to be on site at the District's offices a minimum of 80% of the time during the District's business hours. This may be adjusted by mutual agreement of the parties to meet artifact and activity requirements.

13.0 Additional Terms and Conditions

13.1 Provider Resources

Provider will provide District a listing and qualifications (resume) of each of its individual employees who will take part in the project (Consultant) at the outset of the engagement, or prior to work commencement for an individual Consultant in the case of a later start date, or replacement of a Consultant. Consultant is defined as any Provider resource working on the project including employees, contractors and subcontractors. The District will review the selection of Consultants on the project or any replacement. The District reserves the right to interview any candidate prior to the start of said Consultant on the project. The District will share any concern with Provider regarding Consultant, and District and Provider will come to mutual agreement on the Consultant. It is understood that due to tight timelines and that overall responsibility of delivery of scope is Provider's responsibility; District agreement of Consultant shall not be unreasonably withheld.

Prior to Project completion, Provider shall not reassign the Contract Manager, Project Manager or any Consultant without the prior written consent of the District, which consent shall not be unreasonably withheld, except (a) upon request by the District, or (b) as the result of such individual's death, illness, termination of employment, resignation, unsatisfactory performance, grave personal circumstances or family or maternity leave. Provider shall furthermore refrain from reassigning or reallocating work on the Project if a reasonably foreseeable consequence of



such reassignment or reallocation would be to require the repetition of work or delay in the completion of the delivery of any Deliverable and associated activities and artifacts.

Notwithstanding the foregoing, upon request by the District for a change in Consultants, Provider and District will discuss action to be taken to modify or improve Consultant behavior or performance. If said action does not result in improved behavior or performance as agreed to by both parties within five (5) business days, Provider agrees to replace Consultant. Provider shall use commercially reasonable efforts to replace such Consultants assigned to the Project in a timely fashion.

13.2 Subcontractors to Provider

Prior to subcontracting any portion of the Services, Provider shall notify the District of the proposed subcontractor, including without limitation any legal entity and/or any individual not in the exclusive employ of Provider who would be involved in any manner in the Services, and subcontract terms. If requested by the District, Provider shall also provide to the District background information with respect to the proposed subcontractor that is appropriate to the nature and scope of the subcontractor's activities. In the event the District objects in writing to such subcontractor or the terms of any subcontract, Provider shall not use such subcontractor in connection with the Contract. In the event that the District does not so object within seven (7) Business Days after notice was given, such subcontractor or subcontract shall be deemed to be accepted. The replacement or reassignment of any subcontractor shall require the District's prior written approval.

No subcontractors have yet been approved by the District as of the execution of the Contract. No subcontracting or other arrangement shall release Provider from its responsibility for its obligations under the Contract. No subcontractor may be engaged unless such subcontractor providing services on the relevant engagement certifies in writing such certifications and qualifications as are required by the District and under applicable law, and agrees in writing with Provider to guard the confidentiality of Proprietary Information of the District to the same standard of care as binds Provider under the Contract and agrees in writing to terms and conditions with Provider consistent with Provider's other obligations under the Contract. Unless covered by Provider's insurance, use of such contractors shall also be conditioned on contractors' compliance with any insurance requirements otherwise applicable to Provider. The District may require delivery of reasonable evidence of compliance with the insurance requirements as a condition of consent. Provider shall obtain from all subcontractors such rights to intellectual property as are necessary for Provider to grant to District the rights set forth in the Contract.

13.3 District Resources

The following is a list of the District responsibilities and other requirements necessary for the successful completion of the work. In the event an item identified below does not occur in the manner or time frame shown, such circumstance shall constitute a Change Request that may require an adjustment to the Work Order (Schedule and/or Fees). Provider and District will provide written communication regarding a requested adjustment to the Work Order.

During the Project, District is responsible for providing and ensuring the committed and timely participation of District resources required during each phase, including the following:

- a) Executive Sponsor: Responsible for providing strategic direction to the Project, regarding District's business objectives.



- b) District Project Manager: Responsible for the oversight and activities of all of the work streams of the project. Project Manager will be the primary contact for the vendor. Responsible for the overall coordination and execution of District work during this engagement, as related to user, technical, and management interests. Project Manager will ensure the committed participation of all appropriate personnel during this effort in work sessions, status meetings and reviews.
- c) Technical Lead: Knowledgeable and committed technical resource responsible for gaining knowledge regarding maintenance and support of the application and database architecture.
- d) Business Process Owners: Responsible for providing Provider with process and content knowledge related to District business functions and operational requirements as they relate to this effort.
- e) Key Stakeholders: Responsible for representing the key areas the proposed system will touch within their business domain. Responsible for assessing the impact of the proposed system within their business unit and escalating any negative impacts or concerns.
- f) Expert Users ("Power Users"): Responsible for providing Provider with knowledge of the District business processes; participation and feedback during Integrated testing; and delivering the training to District users.
- g) Information Technology: Knowledgeable and committed technical resources to provide technical expertise on legacy infrastructure and systems.
- h) Project Management Office (PMO) Director: Responsible for the oversight and management of Project Managers and coordination of acceptance and approval of artifacts, deliverables and change requests. PMO Director also is also an approver on said artifacts, deliverables and change requests.
- i) Business Solutions Manager: Responsible for overall product. Is an approver on said artifacts, deliverables and change requests

13.4 District Tasks and Obligations

- a) Provide relevant information and documentation related to the project five (5) Business Days before the start of services.
- b) Work with Provider to ensure timely issue resolution.
- c) Ensure that any change requests to the scope of the services is submitted via a written change request notice.
- d) Ensure participation of appropriate personnel in deliverable reviews and periodic project status reviews.
- e) Ensure the appropriate decision makers will be present at the workshops so that issues can be resolved.

13.5 Steering Committee Makeup and Attendance

- a) Biweekly Functional Steering Committee: Attendees include Core IT/Business Team Members or persons as deemed necessary by HISD.



- b) Monthly Executive Steering Committee: Including all members of the Steering Committee as well as other stakeholders as required.
- c) Attendance by Provider personnel for each meeting to be determined by HISD.

13.6 Vendor (Provider) Responsibilities

- a) Degree of Care — Provider is being hired for its experience as a systems integrator. In the performance of its services hereunder, Provider shall exercise that degree of skill and judgment commensurate with that which is normally exercised by recognized professional systems integrators and providers in the same discipline, with respect to services of a similar nature, in accordance with all applicable rules, laws and regulations.
- b) Licenses — Provider represents and warrants to the District that it has all licenses, permits, qualifications, insurance and approvals of whatsoever nature, which are legally required of Provider to practice its profession. Provider represents and warrants to District that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract, any licenses, permits, insurance and approvals which are legally required of Provider to practice its profession.
- c) Standards of Performance — The Provider shall be responsible for the adequacy of its own work and that of all Consultants and subcontractors under contract to the Provider for this Project. Where deliverable approval is granted by the District, it does not relieve the Provider of responsibility for complying with all laws, codes, industry standards and liability for damages caused by errors, omission, noncompliance with industry standards, or negligence on the part of the Provider or its Consultants and subcontractors.
- d) The Provider expressly declares that the services to be provided under this Contract shall be performed in accordance with all terms and conditions set forth in the Contract and its Appendices. The Provider shall, without additional compensation, correct or revise any errors or deficiencies in its configuration, documentation, programs, specifications, and other services and deliverables.
- e) Provider shall provide to the District, on the terms and conditions set forth in this Contract, all services required to complete the scope of this Contract and artifacts for the reimplementation of District's CTS system and the scope set forth herein, and shall be responsible for quality assurance with respect thereto. Without limiting the generality of the foregoing, Provider shall provide all those Services and Artifacts as are set forth in Contract on or before the Due Dates set forth for such Services and Artifacts in the Contract.
- f) Provider is responsible for all training required for Provider staff with regard to the Scope of this Contract at no cost to the District.

13.7 Change Control Process

The purpose of the Change Control Process is to control any additions, deletions or modifications to the Scope for any constraint including but not limited to cost, resources or schedules. All requests for changes must be evaluated and approved (or disapproved). The steps required to change this SOW are as follows:

- The Provider Project Manager will create an Innotas CR (Change Request), first describing the proposed change and then enumerating the reasons for it.



- The Provider Project Manager will provide proper documentation as an aid in the analysis process.
- The Provider Project Manager will evaluate the effect the change will have on a constraint including the timeline and budget of the project and will forward the request to the District Project Manager and District PMO Director for review.
- District Project Manager and District PMO Director will review the CR and prepare it for review at the Functional Steering Committee meeting.
- The Functional Steering Committee will review the CR and will either approve or reject the request.
- If the request is approved, the District Project Manager will present the CR to the Executive Steering Committee for approval. If approved, the result will be recorded in the Innotas Issues. The District PMO Director will approve the CR. Relevant tasks are then added to the detailed Project Plan of the Project and/or constraint adjustments which may include Scope, Budget, Timeline, Risk, Resources will be made.
- If the Project Functional or Executive Steering Committee rejects the request, the Provider Project Manager(s) are notified and alternative steps will be taken to fulfill the work requirements. The scope issue will be closed out in the Innotas Issues and marked as rejected in the Innotas CR.

13.8 Confidentiality and Data Security

13.8.1 Proprietary Information

The District is and shall remain the owner of all data regardless of form, including originals, images and reproductions prepared by, obtained by, or transmitted or provided to the Provider by the District in connection with this Contract. The Provider shall not use such data for any purpose other than providing the Services described in the Scope of Work. The Provider will not disclose such data or any data generated in the performance of the Services under this Contract to any third person without the prior written consent of the District.

13.8.2 Protection of Information

Any Personal identifying information, financial account information, or restricted District information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Provider must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. Provider shall comply with any additional confidentiality requirements as required by District.

13.8.3 Redaction or Destruction of Unnecessary Information

When personal identifying information, financial account information, or restricted District information, regardless of its format, is no longer necessary, the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed, or reconstructed.

13.8.4 Notice of Breach

In the event that data collected or obtained by the Provider is believed to have been compromised, the Provider shall notify the Executive Steering Committee immediately to begin



remediation of compromised data. The Provider agrees to reimburse the District for any costs incurred by the District to investigate breaches of the data protection requirements and, where applicable, the cost of notifying individuals who may be impacted by the breach.

13.8.5 Incorporation of Requirements

The Provider agrees that the requirements of this Section and referenced sections within this Section shall be incorporated into all Consultant and subcontractor agreements, if any, entered into by the Provider in connection with this or any future Contract. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Contract without notice.

13.9 Ownership of Documents

Provider will save all documentation created for the project in Innotas. All work, as defined under the Contract, shall be deemed "Work Made For Hire" as defined by the United States Copyright Law, and District retains for itself sole ownership of all proprietary rights in and to all designs, engineering details and other data pertaining to any discoveries, inventions, patent rights, software, improvements and the like made by Provider personnel in the course of performing the Work. Provider hereby (i) assigns and agrees to assign to District ownership of the Artifacts, including without limitation all application interfaces, and (ii) grants to District, a non-exclusive, royalty-free, fully paid, worldwide, perpetual, irrevocable, sub-licensable license (and to permit District's other Providers to use, as well as all District personnel, volunteers and contractors with a need to access the Artifacts or Integrated Software), to use any Provider Technology contained in the Artifacts for the purpose of permitting District to make full use of the Artifacts and the Integrated Software, including, but not limited to the right to make copies and modifications. With each Deliverable constituting software (including without limitation the Integrated Software, software for reports, interfaces, conversions, enhancements, forms and workflow, and development objects, but excluding the Licensed Software), Provider shall deliver to the District all Source Code with respect to such Deliverable.

13.10 Reduction of Scope

To the extent that the Project Artifacts and Payment Schedule identifies any Services or Artifacts as being subject to the District's discretion, the District may determine to eliminate one or more of such Services or Artifacts from the scope of the Project on written notice from the District within the time period, if any, set forth in the Project Deliverable and Payment Schedule. In such event, the line item in the Project Deliverable and Payment Schedule for such eliminated Services or Deliverable shall be automatically deemed to be deleted. If the Project Deliverable and Payment Schedule does not have any line item(s) identified as specifically for the eliminated Services or Artifacts, the parties shall negotiate an equitable adjustment to the Project Deliverable and Payment Schedule and other parts of the Scope of Work. It is understood that any work completed by Provider prior to elimination of such Services or Deliverable will be compensated by District as per District's determination.

13.11 Termination for Funding Restriction

This contract can be terminated by District for non-appropriation of funds. If the District has not appropriated adequate funds for or to continue services under the Contract, the District shall provide written notification to Provider of non-appropriation of funds. In such event, the District shall have no further liability hereunder except with respect to payment for Services rendered



satisfactory to HISD and Artifacts delivered up to the date of Provider's receipt of the Non-Appropriation Notice. This Contract shall terminate effective as of the date of the Non-Appropriation Notice unless the Non-Appropriation Notice specifically provides otherwise.

13.12 Termination for Change of Control

This Contract can be terminated for Change of Control of Provider. In the event of a sale of all or substantially all of the assets of Provider or sufficient equity of Provider to effect a change in control of Provider (such as, for example, the sale of more than fifty percent (50%) of the equity of Provider or a transaction that results in the change in voting control), the District may terminate the Contract on at least thirty (30) days' notice to Provider at any time after such change in control is affected.

13.13 Payment on Termination

In the event that the District terminates the Contract prior to its expiration, District shall pay Provider for all Services rendered and Artifacts delivered satisfactory to the District prior to the effective date of termination and for partially completed Artifacts (on a percentage completion basis for any fixed-price Artifacts). In the case of a termination for material breach by Provider, the District shall not be liable for any payments on account of any Services or Artifacts not delivered and accepted as of the effective date of such termination. In no event shall the District be liable for any future payments, costs or expenses of Provider incurred with respect to Services not actually performed or lost profits. Any payments made by District to Provider for Services that Provider did not actually perform for District or Artifacts the District has not yet received or accepted, shall be immediately refunded to District.

13.14 Force Majeure

Neither Party shall be liable for any delay or failure to perform, to the extent caused by a Force Majeure Event provided that such Party complies with the provisions of this Section. Upon occurrence of a Force Majeure Event, the non-performing Party shall be excused from any further performance or observance of the affected obligation(s) for as long as, and to the extent that the Force Majeure Event continues and the non-performing Party (i) continues to perform to the extent practicable; (ii) takes commercially reasonable measures to mitigate the effects of the Force Majeure Event; and (iii) uses commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. Any Party whose performance is affected by a Force Majeure Event shall promptly notify the other Party by telephone (to be confirmed in writing within ten [10] Business Days of the inception of such delay) and describe in reasonable detail the circumstances causing such delay.

Force Majeure is defined as an Acts of God (including but not limited to fire, flood, earthquake, storm, hurricane or other natural disaster) or the lingering effects of the Act of God.