REQUEST FOR PROPOSALS

RFP # 15-01-09
SAP HCM / HR AND PAYROLL Implementation

The Houston Independent School District (“HISD” and/or the “District”) is soliciting proposals for SAP HCM / HR AND PAYROLL Implementation as more fully set out in the Scope of Work and Specific Conditions and Specifications sections of this Request for Proposals (“RFP”). An original and fifteen (15) copies of the proposal and two (2) complete electronic copies on a USB/CD-ROM must be submitted in accordance with the instructions set out herein to:

Houston Independent School District
Board Services - Room 1C03
Attn: Stephen Pinchback
RFP: SAP HCM / HR AND PAYROLL Implementation (15-01-09)
4400 West 18th Street
Houston, TX 77092

Each set of the proposal must be submitted in a binder. The original proposal must be labeled “ORIGINAL” and contain original signatures. The copies of the original must be labeled “COPY.”

Each binder and any container for the binder(s) must be labeled on the outside with the Proposer’s name, address, the RFP number and the RFP name.

All USB/CD-ROMs must be labeled with the proposer’s name and RFP number. The body of the response must be prepared in Microsoft Word, with any attachments in Word, Excel or PowerPoint. The contents of the CDs must be the exact replica of the original hard copy.

Proposals will be received at the above address until February 23, 2015 at 1:00 pm CST. The District understands that the timeframes for responses are short but due to the requirement that the District Go-Live with its project on July 1, 2016, the RFP response date is not going to be extended. Qualified Proposers should provide an RFP response in the time allotted.

Questions regarding the proposal must be submitted in writing to the Project Manager Stephen Pinchback through his email:

Stephen Pinchback
spinchba@houstonisd.org
Phone: 713-556-6537

A pre-proposal conference will be held in conjunction with the RFP on February 12, 2015 at 9:30 pm. 4400 West 18th Street in Room 2W26. Submitting proposals prior to the pre-proposal conference is not recommended, and such proposals may be rejected by HISD. A more detailed timeline is set out in the Instructions, Submission Requirements and Procedures section of the RFP. Proposals will be reviewed as received in a manner that avoids disclosure to competing proposals. Contents of proposals will remain confidential during the negotiations period. Only
the proposal number and the identity of the Proposer(s) submitting the proposal will be made available to the public before award of the RFP. Proposals received after the Proposal due date and time will not be considered.

Faxed or emailed proposals will not be accepted. Proposals must be submitted in sufficient time to be received and time-stamped at the above location on or before the proposal due date and time. HISD will not be responsible for proposals delivered late by the United States Postal Service, or any other delivery or courier services. All proposals must remain open for one hundred twenty (120) days from the proposal due date pending acceptance by HISD.

The District will award this RFP to a single or multiple respondents based upon the evaluation of all proposals received. More details regarding evaluation of proposals are included in Section III, which is the Scope of Work and Specific Conditions section of this RFP.

Gilberto A. Carles
________________________________________
February 6, 2015
Gilberto A. Carles, MBA
General Manager – Procurement Services
Date
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I. INSTRUCTIONS, SUBMISSION REQUIREMENTS AND PROCEDURES

1.1 GENERAL INFORMATION: The following instructions by the District are intended to afford Proposer(s) an equal opportunity to participate in the proposal process and provide a predetermined set of criteria representing the District’s business and service requirements. This proposal is governed by Texas Education Code (TEC), other applicable Texas state statutes, and all local Board of Education (Board) policies.

1.1.1 The designated project manager (“Project Manager”) during the proposal process shall be Stephen Pinchback, Procurement Services, 4400 West 18th Street, Houston, Texas 77092, phone 713-556-6537, email ritzman@houstonisd.org. All communications pertaining to the RFP shall be addressed to the Project Manager.

1.1.2 Questions concerning the RFP will be answered only if sent to the Project Manager in writing through email on or before 4:00 pm Central Time February 16rd, 2015. All questions will be answered by formal addenda which will be made available for download on the HISD Procurement website. Responses to written questions submitted will be read at the pre-proposal conference and included in the first addendum along with additional information including questions and responses from the pre-proposal conference. All questions submitted in writing to the Project Manager prior to the deadline will be answered.

1.1.3 By submitting a proposal, the Proposer agrees to provide the goods/services in full accordance with the specifications and other contract documents notwithstanding existing material and labor markets conditions.

1.1.4 The Board of Education has approved a resolution establishing policy requiring Supplier(s) to have paid all assessed taxes and be free of any indebtedness to the District before a project is awarded. Proposer(s) shall provide the District with a statement concerning any indebtedness, including personal and real property taxes, when submitting responses.

1.1.5 In an effort to encourage minority and women owned businesses to participate in HISD business and submit proposals based upon their capacity to perform and be successful, this project may be awarded to more than one Proposer if it is in the best interest of the District to do so. Interested Proposer(s) should obtain additional information concerning the District’s location of schools and offices and consider submitting their proposal for any one or more schools and/or departments, or the entire District.

1.1.6 All costs related to the preparation and submission of this proposal shall be paid by the Proposer. Issuance of this RFP does not commit HISD, in any way, to pay any costs in the preparation and submission of the proposal. Nor does the issuance of the RFP obligate HISD to award, enter into an agreement, or purchase any goods and services stated in the RFP.

1.2 CODE OF SILENCE AND CONFLICTS OF INTEREST: The Board of Education (Board) has adopted a “Code of Silence” policy (ref. Board Policy CAA (Local)) and a “Conflict of Interest Disclosures” policy (ref. Board Policy BBFA (Local)) to enforce its commitment to ethical contracting standards and improve accountability and public confidence. It is important to avoid both the appearance of conflicts and actual conflicts of interest.

1.2.1 The Code of Silence” shall mean a prohibition on any communication regarding any RFP, bid, or other competitive solicitation between:

1. Any person who seeks an award from the District or its affiliated entities (including, but not limited to, the HISD Foundation and the HISD Public Facility Corporation), including a potential vendor or vendor’s representative, and

2. Board members, the Superintendent of Schools, senior staff members, principals, department heads,
directors, managers, or other District representatives who have influence in the evaluation or selection process.

All communications pertaining to the RFP shall be addressed to the Project Manager named above in section 1.1.1.

The “Code of Silence” time period shall begin when the Request for Proposal (RFP) is issued and ends upon the execution of the contract. During the “Code of Silence”, campaign contributions, gifts, donations, loans, and any other items of value are prohibited between these parties, including candidates who have filed for election to the Board.

The “Conflicts of Interest Disclosures” requires a Board member to disclose and recuse himself or herself from voting on any contract, agreement, or any other District transaction involving an entity or related officer and/or key employee who has provided campaign contributions during the preceding 12 month period in excess of $500.

Board Policy CAA (Local) pertaining to the “Code of Silence” and Board Policy BBFA (Local) pertaining to “Conflicts of Interest Disclosures” are attached by URL link above and incorporated by reference. Please review the policies carefully and ensure that the policies are followed in all respects. Proposer(s) agree and understand that non-compliance with the “Code of Silence” policy may result in disqualification. Furthermore, the failure of a Board member to disclose a conflict of interest may result in the debarment of a vendor for 24 months.

1.2.2 HISD has implemented an online system for recording and tracking potential conflicts of interest in accordance with Board policy. HISD requires that companies who submit proposals to the district register in this system. This is not optional – it is required of companies that submit proposals to the district. Proposers must submit their registration at http://ethics.houstonisd.org/. Proposers must complete all fields and list the names of all individuals who are, or will be, involved in the contract negotiation process and project implementation with HISD. Subsequently, HISD may solicit periodic updates to the registration form if a contract is executed.

1.3 DEFINITIONS AND TERMS: In this RFP, terms are used as follows:

1.3.1 “Agreement” is defined in Section II, General Terms and Conditions.

1.3.2 “HISD, owner, district, and/or government entity” refers to Houston Independent School District.

1.3.3 “Proposer” refers to the person/firm that submits the proposal to this RFP.

1.3.4 “Project” means the Scope of Work for furnishing goods and services.

1.3.5 “Proposal” refers to the document submitted by an entity that addresses the scope and requirements of this RFP.

1.3.6 “RFP” refers to this Request for Proposal.

1.3.7 “Scope of Work” is set forth in Section III. Scope of Work and Specific Conditions.

1.3.8 “Supplier” and/or “Vendor” refer to the person(s)/firm(s)/entity(ies) to whom a contract is awarded pursuant to this RFP.

1.3.9 Singular terms shall include the plural and vice versa. A gender reference includes both genders.

1.4 SPECIFICATIONS: Proposer(s) are expected to examine and be familiar with all requirements and obligations of this entire RFP. Failure to do so will be at the Proposer(s) risk. The evaluation criteria for the award of this RFP are set forth in the Scope of Work and Specific Conditions Section of this RFP at paragraph 3.5. All
exceptions to the specifications and requirements of the RFP must be noted in detail in the Proposal Exception Form (Form E hereto) and included in the proposal.

1.5 PROPOSAL INFORMATION REQUIRED:

1.5.1 To achieve a uniform review process and obtain the maximum degree of comparability, it is required that proposals be organized in the manner specified.

The Proposal shall be submitted in a binder with tabs as set forth below:

- Title Page
  Show the RFP subject, the name of the Proposer’s firm, address, telephone number, name of contact person, and date.

- Tab 1 – Table of Contents and Cover Letter
  Clearly identify the materials by sections and page numbers. Provide a cover letter summarizing your understanding of the requirements and summarizing your response. Discuss briefly the Proposer’s specific role and present the Proposer’s relevant qualifications for performing that role. Identify the name, address, affiliation, e-mail, telephone number and fax number of the key contact person(s) for both the Prime and any Sub-contractors. Proposer shall acknowledge acceptance of all terms and conditions of the District’s Contract and insurance requirements unless otherwise noted. Proposers are cautioned to limit exceptions, conditions, limitations or new provisions in their proposal as such restrictions and new provisions to the District’s insurance and contract may be determined sufficiently significant to cause the proposal’s rejection.

Include in the Cover Letter any Disclosure of Litigation: Each Proposer (and each Subcontractor included in the Proposer’s Proposal) shall include a complete disclosure of any criminal or civil litigation, settlement, arbitration, or proceeding to which it is a party and which is pending or was concluded within one year from the date of this RFP. Any such litigation, settlement, arbitration, or other proceedings commencing after submission of a Proposal shall be disclosed in a written statement to the Contract Administration Analyst and District Project Manager within 30 days of its occurrence. Details of settlements that are prevented from disclosure by the terms of the settlement may be annotated as such.

Identify if the Proposer ever defaulted on a contract or been denied a bid award due to prior breach of contract or to non-responsibility to perform. If so, provide the facts and circumstances. Provide information on default, breach, non-responsibility, etc. if any.

Clearly indicate if the Proposer can meet the District’s Go-Live date of July 1, 2016 and summarize any significant assumptions.

- Tab 2 – Proposal Submission Forms
  Complete and return Forms A–G set forth in the last Section of this RFP. The set of forms submitted in the proposal marked “ORIGINAL” requires original manual signatures. Copies of the forms bearing original signatures should be included in each additional proposal.

The forms should be submitted in the following order:
1. FORM A: Company Information
2. FORM B: M/WBE Participation Report (See Separate Attachment)
3. FORM C: Addendum for Agreement Funded by U.S. Federal Grant (Non-Construction Contracts)
4. FORM D: Pricing and Service Affirmation
5. FORM E: Exception Form
6. FORM G: CHE (Local) Questionnaire

• Tab 3 – Profile of the Proposer
  a. Discuss the Proposer's qualifications and experience in providing the requested services as delineated in the Scope. Provide a brief history of the company and the present organizational structure of the Proposer describing the management organization, the number of employees residing within the US, and the number of years the Proposer has provided the requested services. The clients referenced will be contacted by the District to verify information.

  b. Describe the financial status of the Proposer and annual billings. Include the Proposer’s financial statements for the past 3 years. If the Proposer is a partnership, indicate the name of all partners. If incorporated indicate where and when. Provide factual information not sales brochure type information. Discuss the Proposer's capacity in providing the required personnel and SAP skill sets.

  c. Identify the number of years in business and date of incorporation or formation in the United States. The District has a minimum mandatory qualification that the Proposer must have been in business for at least (5) years providing SAP implementation services to customers in the United States.

  d. Identify the number of new full scale SAP HCM/Payroll implementations in Public Sector where your organization has been the Prime Integrator and the dollar value of implementation services provided for these projects. Also, identify the number of new full scale SAP SuccessFactors implementations where your organization has been the Prime Integrator and the dollar value of implementation services provided for these projects. Implementations identified must be live at the time the RFP response is submitted and must be included in the Proposer’s reference. Implementations must be new implementations projects. Upgrades, implementations of additional modules, production support or enhancements to existing functionality are not considered as new full scale implementation. The District has a minimum mandatory qualification that your organization must have completed at least one SAP HCM/Payroll implementation and one SAP SuccessFactors implementation projects by the date of the proposal response and these projects must be in excess of $5 million in SAP implementation services. This must be able to be verified through reference checks.

  e. Discuss in detail your firm's experience in providing project management oversight and documentation during the implementation of SAP HCM/Payroll deployment. Provide examples of the following artifacts: Blueprint calendar, Blueprint workshop presentation material, Kick-off meeting, Project Plan, Project Charter, Agendas/presentations for Steering Committee. These examples can be included in addendums to your proposal.

  f. Provide a list of the Proposer's top ten current and prior two years' clients indicating the type of goods and/or services your organization has provided and/or performed for each client.

  g. Provide the Certification of Insurance (Acord form) indicating your compliance with the insurance requirements.

  h. Please provide 5 references on the provided template. Include the scope of work performed, date the work was performed, contact information, and software / version / modules implemented. The references should be for SAP work, preferably HCM/HR and Payroll implementations.
Tab 4 – Scope Section
Clearly describe the scope of the goods and/or services to be provided based upon the information in the Scope of Work and Specific Conditions and Specification Sections stated in the RFP.

Tab 5 – Qualifications and Experience of Personnel

Implementation Partner Key Team Members:
The District expects most if not all work to be performed under this project and related scope of work to be on-site. Remote work, off/near shore work is expected to be used only with the approval of the District. This is due to remote connectivity issues.

a) Identify the Project Manager and key personnel on the project. Describe the experience level of the Project Manager and all Lead Functional consultants. All key personnel staff identified in the proposal should be available for the project at the start of the project and any change in staffing will require approval from the District.

b) Provide chart detailing length of lead experience of each proposed resource (using format provided in download templates) in the following areas:

- SAP ERP Organization Management
- SAP ERP Personnel Administration
- SAP ERP Time Management
- SAP ERP Benefits Administration
- SAP ERP Compensation
- SAP ERP Payroll
- SAP ERP FI/CO
- SAP ERP Position Budget and Control
- SuccessFactors Recruiting
- SuccessFactors Onboarding
- SuccessFactors Compensation
- SuccessFactors Learning
- SuccessFactors Succession and Development
- SAP Employee Self Service
- SAP Manager Self Service
- SAP HCM Security
- SAP HCM ABAP
- SAP HCM Conversions
- SAP HCM Workflows
- SAP HCM BI
- SAP HCM Business Objects
- SAP Solutions Manager
- Migration from PeopleSoft HCM to SAP HCM
- SAP K-12 Implementation
- SAP Concurrent Employment
- SAP Academic Year Payroll (Less than 12 Month Contract Paid Over 12 Months)

c) Team Structure and Staffing: Describe the expected project team structure to be applied to this effort including:

- Implementation Partner Team
• Any other project team member(s) necessary for successful completion of this project’s scope of work.

c) Provide an organization chart and the resumes of team members who will be assigned to this project. Confirm that all staff identified in the proposal are available to start at their project start date.

d) Describe the roles and responsibilities each will have in this project, how long each has been with your company, and if they are W2’s or 1099’s employees.

e) Describe any work that is to be performed off-site and identify if the work is performed offsite within the US or offshore.

f) Describe and confirm how the Project Manager and other key personnel assigned to this project will not be removed from the project without the written consent of HISD. (HISD reserves the right to approve the assignment of all proposed personnel.)

h) Describe the key personnel’s experience with working with the firm’s templates and software to aid in the implementation of SAP software.

Note: The District reserves the right to assess and/or interview proposed project consultants and to have the final right of approving the participation of said project consultant within the SAP HCM / HR and Payroll Implementation Project. This right also includes the right to require the replacement of any consultant working on the project at any time.

• Tab 6 – Invoice Procedure
  a. Describe the Proposer’s invoicing procedure.
  b. Include documentation identifying all of the Proposer’s fees.
  c. Payment terms. The District’s standard payment terms are 30 days after invoice is received. State any payment discounts that your company offers, i.e., 2% 10 days – net 30; or 5% 7 days – net 30.

• Tab 7 – Price
  Refer to FORM F.

Pricing should clearly identify the resources allocated to the project and duration of the resources, timing of resources during the course of the project, roles assigned to the resources, rates assigned to the resources allocated. If any resources are offsite or offshore, these resources, hours and rates should be identified.

Pricing should be a firm, fixed bid offer and inclusive of any travel expenses.

Provide fixed bid details:
  o By Project Phase: Project Preparation, Blueprint, Realization, Preparation to Go-Live and Post Go-Live Support.
  o For each contractor role provide Name, Hourly Rate (by role), total hours and total amount by project phase, and total project hours and amount

Complete the pricing details in Form F (Price Schedule).

Pricing should include 1 month of Post-Production support. Post production support staffing, hours and rates should be broken out separately.

All assumptions regarding pricing should be clearly spelled out in this section.
Include a hard copy of Form F (Price Schedule) in this section.

- **Tab 8 – Addenda**
  HISD will provide any additional information that is made available after the release of this RFP as an addendum in the Purchasing download page.

### 1.6 SUBMISSION OF PROPOSALS:

The Proposer(s) should propose his/her lowest and best price, (as applicable), on each good/service which is the subject of this RFP. Proposals shall be submitted in strict compliance with the instructions set out in this RFP.

1.6.1 All prices shall be entered on the proposal in ink or typewritten. All required signatures shall be original and in ink.

1.6.2 Proposed prices should be firm (fixed). If the Proposer(s), however, believes it necessary to include in his/her price an economic price adjustment, such a proposal may be considered, but only as an alternate proposal and should be noted in the Exception Form (FORM E). The economic price adjustment should give the maximum price increase or decrease (either % or $) and the date and/or event at which the increase would be effective. Additionally, if a Proposer has reason to believe a better (more cost effective) method is practical, then the Proposer may offer that better pricing option as an alternative.

1.6.3 All costs associated with the project must be enumerated in the proposal. Any costs associated with the project not explicitly enumerated and discussed in the proposal will not be honored. Proposer(s) shall provide information on their standard fee arrangement for any goods and/or services proposed, and any discounts offered. Proposer(s) must include in the cost proposal all travel and accommodation expenses associated with travel to perform this project. Travel expenses associated with the project must conform to a “reasonableness” test for travel expenditures associated with governmental travel and must be pre-approved by the District before being incurred.

1.6.4 The District’s standard freight terms are F.O.B., destination, prepaid and allowed. HISD may specify various and different locations within the District for “destination” during the term of the Agreement, or extension of the term, and prices should include allowances for such freight contingencies. No C.O.D. shipments will be accepted. If the goods are not shipped in accordance with HISD’s directions and the instructions set out in the Agreement, the Supplier shall pay to HISD any excess cost incurred by District.

1.6.5 Proposer(s) are required to provide HISD with a menu of any optional services offered. Each service must be priced separately and independent of any other services offered or rendered.

1.6.6 HISD is exempt from and will not be responsible for payment of any taxes.

1.6.7 Failure to manually sign the required forms of this proposal may result in rejection of the proposal.

1.6.8 A signed submitted proposal constitutes an offer to perform the work and/or deliver the product(s) specified in this RFP.

### 1.7 FINANCIAL INFORMATION:

Proposer(s) will be required to submit a current audited financial statement. The Project Manager will determine the necessity of financial information. In the event the Proposer(s) does not have an audited statement, other information such as an unaudited statement or copies of the Proposer(s)’ federal income tax returns, with all amendments, may be required.

### 1.8 DISCUSSIONS / NEGOTIATIONS:

Discussions/negotiations may be conducted with Proposer(s) who are deemed to be within the final competitive range; however, HISD reserves the right to award a contract without discussions/negotiations.
The competitive range will be determined by HISD and will include only those initial proposals that HISD determines have a reasonable chance of being awarded a contract. If discussions/negotiations are conducted, Proposer(s) may be required to submit a best and final offer. The best and final offer may be required as early as 24 hours after completion of negotiations/discussions.

1.9  BEST AND FINAL OFFERS:  Best and final offers must be received by the date/time provided during discussions/negotiations, or the originally submitted proposal will be used for further evaluation and award recommendation.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS:  Proposals may be modified or withdrawn by written or electronic notice received by the Project Manager prior to the exact hour and date specified for receipt of proposals. A proposal may also be withdrawn in person by a Proposer’s authorized representative prior to the Proposal Due Date and time, provided the Proposer’s identity is confirmed and Proposer’s representative signs a receipt for the proposal.

1.11 OPENING PROPOSALS:  All proposals may be opened as soon as received. A formal public “opening” will not be held. Trade secrets and confidential information contained in proposals shall not generally be open for public inspection, but HISD’s records are subject to the State of Texas Public Information Act requirements.

1.12 SCHEDULE:  The following schedule and timelines apply to this RFP.

<table>
<thead>
<tr>
<th>Event</th>
<th>Timeline</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release RFP</td>
<td>February 7th, 2015</td>
</tr>
<tr>
<td>Pre-Proposal Conference</td>
<td>9:30 AM CST, February 12th, 2015; in Room 2w26, Hattie Mae White Educational Support Center, 4400 West 18th Street, Houston, Texas 77092</td>
</tr>
<tr>
<td>Last date for questions:</td>
<td>4 PM CST, February 16th, 2015</td>
</tr>
<tr>
<td>RFP Due</td>
<td>1 PM CST, February 23rd, 2015</td>
</tr>
<tr>
<td>Evaluation Period</td>
<td>Finalists will be asked for an onsite presentation March 3, 2015; Requests for finalist presentation will be sent February 27; The project award estimated for March 12th</td>
</tr>
<tr>
<td>Selected Proposal(s) Approved</td>
<td>Next regularly scheduled Board meeting after interviews and selection</td>
</tr>
</tbody>
</table>

1.12.1 Proposal Schedule:  HISD desires to complete the proposal process in accordance with the following timeline which is subject to change at the District’s discretion:

1.12.2 Proposer(s) are strongly encouraged to attend the pre-proposal conference.  The conference will start promptly at the stated time and be moderated by a Procurement Department member.  General rules of business meeting protocol will be observed during the meeting.  Admittance for individuals arriving late is at the discretion of the moderator. In the event that an individual is admitted late, questions already discussed will not be revisited during the remaining portion of the conference.

Individuals attending the pre-proposal conference will be required to sign an attendance roster.  In addition to their name and company name, each person will be asked to supply an email address, telephone number and a fax number for facsimile transmissions, if needed.  This attendance roster will be posted as an addendum on the District’s website along with the RFP and other related documents.

1.12.3 At the District’s discretion, one or more Proposer(s) may be invited to demonstrate their solution(s) and/or system(s) and interview, based on a District pre-defined agenda and time line.  Said Proposer(s) will be notified by e-mail if the District determines that such demonstrations and interviews are needed.  Proposer(s) shall demonstrate their competence, qualifications and/or ability to satisfy the District’s RFP requirements.

1.12.4 Award of the Project to Proposer(s) will be confirmed by a fully executed Agreement, an Agreement Letter and/or confirming Purchase Order.
1.12.5 Timelines set forth herein may be strictly enforced by the District. The District, however, maintains sole
discretion to adjust any deadline or timeline to suit the best interests of the District.

1.12.6 Late Proposals: Responses submitted after the due date and time noted in this RFP shall not be considered
and shall be returned to the Proposer(s), unopened, by United States Mail. The District is not responsible for lateness of
U.S. Mail, Commercial (Professional) Carrier, personal delivery, or any other delivery method. The time and date stamp
clock in the Houston ISD's Board Services Department, Hattie Mae White Educational Support Center, 4400 West 18th
Street, Houston, Texas 77092, shall be the official date and time of receipt. It shall be the sole responsibility of the Proposer(s)
to ensure that his or her bid is received at the appropriate location by the specified deadline. **There shall be no exceptions
to these requirements.**

**1.13 RETENTION OF PROPOSAL DOCUMENTATION:** All proposal materials and supporting documentation that are
submitted in response to this proposal becomes the permanent property of HISD.

**1.14 RESERVATION OF RIGHTS:** The District reserves the right to reject any and all proposals. The District reserves the
right in its sole discretion to accept the proposal(s) it considers the best value for the District, and the right to waive any and
all minor irregularities in the proposal(s). Additionally, the District reserves the right to waive any requirements of the RFP.
The District further reserves the right to reject all proposals and seek new proposals when such action would be deemed in
the best interests of the District.

**1.15 APPEAL PROCESS:** Any Proposer(s) that submitted a proposal may appeal the District’s award, if the appeal is based
on deviations from laws, rules, regulations, or Board of Education policies. Board of Education GF Local applies to
Proposer(s) wishing to appeal a proposal and/or award of a contract: Proposer(s) shall submit appeals via U.S. mail or
electronic-mail (e-mail), utilizing the District Dispute Resolution Form, to the General Manager – Procurement Services, and
appeals must be received no later than 4:00 P.M. on or before the fifteenth (15th) business day after Board Award. In the
event that a Proposer is unsure about the Board Award, it is the Proposer’s responsibility to contact Procurement Services
on the next business day after the Board Award is announced, and verify the specifics concerning the Award. Proposers
need to conduct whatever research is necessary to verify the Award, and, in the event that an appeal is filed, must meet the
fifteenth business day rule stated in GF Local. The 15 days begins to run on the first business day after Board Award is
announced.
II. GENERAL TERMS AND CONDITIONS

The following terms and conditions are incorporated into this RFP and incorporated into any letter agreement or formal written agreement between HISD and the successful Proposer(s).

2.1 AGREEMENT, INTEGRATION, TERM & TRANSITION, PURCHASE ORDER REQUIREMENTS:

2.1.1 The terms, conditions, specifications, stipulations and requirements stated in this RFP, and any and all Addenda issued by HISD shall become part of the Agreement entered into between the District and the Supplier, unless otherwise determined by the District per the Agreement provisions. The Supplier, as determined by the District, may be required to execute a written contract to furnish all goods and/or services and other deliverables required for successful completion of the proposed project. No Supplier shall obtain any interest or rights in any award until the District has executed the Agreement. The District reserves the right to require any modification, or modifications to the Agreement terms if the modifications are deemed to be in the best interest of the District and do not substantially change the scope of the Board award.

2.1.2 The District does not sign Supplier contract forms. Supplier(s) should be familiar with the District’s Agreement form, Agreement letter and/or purchase order and indicate in its proposal that this type of project documentation is acceptable. This information should be included in the transmittal letter. In the event that a project is awarded to a Supplier and the Supplier requests changes to the District standard Agreement form, the District reserves the right to cancel the award and re-award the project to an alternate Supplier(s).

2.1.3 In the event of a license agreement or other contract document requested by the Supplier for execution, the District reserves the right to review and amend such document at the District’s discretion.

2.1.4 The Request for Proposals, with all Addenda, those provisions in the proposal that are satisfactory to the District, and the District’s Agreement form(s), which may include, but are not limited to a written contract, agreement letter or purchase order constitute the Agreement between the Supplier and the District (collectively, the “Agreement”). NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY SUPPLIER FORM, PROPOSAL OR DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED ABOVE SHALL BE CONTROLLING IN ALL INSTANCES. To the extent there is any conflict between or among the documents composing the Agreement, the following hierarchy (from most to least authoritative) shall prevail: (i) District’s Agreement forms (written contract, agreement letter or purchase order as applicable), and (ii) RFP as provided by the District all Addenda, and (iii) any Proposal provisions agreed to by the District.

2.1.5 Unless otherwise provided or required by the District, a standard agreement which results from this RFP shall be for a period of one year from the effective date of the Agreement with an exclusive option by the District to renew on an annual basis thereafter for two additional one-year terms, or as otherwise stated in the Agreement. Alternately, the District may approve longer or shorter terms of agreement upon the mutual consent of the parties. At the District’s option, there may be an additional 90-day transitional period added to the end of the initial term or any renewal term. The Agreement prices, terms and conditions are to remain in force during the transitional period. Should the Agreement with the Supplier terminate during the initial or any renewal term for any reason, the District reserves the right to have the same transitional period, prices, terms and conditions as if the Agreement terminated at the expiration of that term.

2.1.6 At the discretion of the District, purchases may require the issuance of an official HISD purchase order from the District’s Procurement Services Department. If so required, then all goods provided without a purchase order will be returned at Supplier’s expense. All services provided without a purchase order may be considered a contribution to the District.

2.1.6.1 HISD reserves the right to make changes to a purchase order (e.g., increase/decrease quantities, change
delivery date, delivery address). Any changes to a purchase order shall be communicated to the awarded supplier by the issuance of a formal change purchase order. Only an HISD procurement staff member may make a change to the purchase order by issuing and sending a formal change purchase order to the awarded supplier.

2.1.7 Once the performance of the Agreement has begun, any change orders or requests will be made in accordance with Texas Education Code Section 44.0411 and applicable HISD procedures and policies. If Supplier acts on the direction of a District employee that is not authorized to make changes, Supplier does so at his or her own risk or peril and risks termination of the Agreement for cause. Also, if a Supplier attempts, or receives, a modification/amendment from a District employee that is not authorized to make changes, the Supplier does this at his or her own risk or peril and risks termination of the Agreement for cause.

2.2 NON-ASSIGNMENT: The Supplier may not assign, sell, or otherwise transfer its interest in the Agreement award or any part thereof, without prior written consent from the District. The Supplier shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to Supplier pursuant to this RFP.

2.3 USE OF DISTRICT NAME OR LOGO(S): Supplier may not use the District’s official name or logo, or any phrase associated with the District, without the written permission from the Board of Education, the Superintendent of Schools, or their designee.

2.4 AUTHORIZATION / PERMITS: The Supplier must have current licenses, permits, fees and similar authorizations required by the City of Houston, Harris County, and the State of Texas to conduct business and provide awarded goods and/or services to the District and, upon the request of the District, must provide copies of all licenses, permits and fees as being paid and current that are required to do business by the city, county and State for the type of business they are seeking to provide to the District. Supplier will maintain all such licenses, permits, fees and similar authorizations current for the duration of the Agreement term.

2.5 SUPPLIER NATIONWIDE CRIMINAL BACKGROUND CHECKS: Pursuant to Sections 22.085 and 22.0834 of the Texas Education Code, Supplier hereby certifies that all employees, subcontractors and volunteers of the Supplier who are hired by Supplier on or after January 1, 2008, and who have duties related to the contracted services; and who have or will have direct contact with students have passed a national criminal history background record information review as required by those sections.

Supplier shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (“DPS”) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.

Supplier must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.

Supplier must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Supplier has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this contract, or cancel the contract.

WARNING: Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.
The district may terminate this contract if the district determines that the person or business entity failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The district will compensate the person or business entity for services performed before the termination of the contract.

2.6 SUPPLIER DOCUMENT AUDIT AND INSPECTION/RECORD RETENTION/STUDENT INFORMATION:

2.6.1 The District reserves the right to audit various Supplier documents as requested by the District. From time to time, the District may desire to audit certain Supplier documents to ensure compliance with the Agreement and/or proposal response. Some audits may include but are not limited to: checking Supplier’s invoices, authenticating the origin, Material Safety Data Sheet (MSDS), shelf life of products and/or other similar types of documents. The Supplier agrees to furnish the District, in a reasonable time at a mutually agreeable place, documents requested by the District to perform any such reviews or audits.

2.6.2 HISD, or its authorized representative, shall be afforded unrestricted access to and permitted to inspect and copy all Supplier’s records, which shall include but not be limited to accounting records (hard copy as well as computer readable data), correspondence, instructions, drawings, receipts, vouchers, memoranda and similar data relating to this project. Supplier shall preserve all such records for a period of five (5) fiscal years or for such longer period as may be required by law, after final payment relating to this project. If this project is funded from contract/grant funds provided by the U.S. Government or the State of Texas, all documentation, including books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency, or the State of Texas and its duly authorized representatives.

2.7 CONFIDENTIAL AND PROPRIETARY INFORMATION: The District and the Supplier may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential or, (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and (iii) use the disclosing party’s Confidential Information solely for performance of this project. The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

2.8 DATA AND PROPRIETARY INFORMATION: All work, regarding this project, shall be deemed “Work Made For Hire” as defined by the United States Copyright Law, and HISD 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 the Supplier’s personnel in the course of performing the work.

2.9 TEXAS PUBLIC INFORMATION ACT (TPIA): Supplier acknowledges that the District is subject to the Texas Public Information Act (TPIA). As such, upon receipt of a request under the TPIA, the District is required to comply with the requirements of the TPIA. In the event that the request involves documentation that the Supplier has clearly marked as confidential and/or proprietary, the District will provide the Supplier with the notices under the TPIA. Supplier acknowledges that it has the responsibility to file exceptions with the Texas Attorney General’s Office on why the documents identified as confidential and/or proprietary fall within an exception to public disclosure.
2.10 STUDENT CONFIDENTIALITY: Supplier acknowledges that the District has a legal obligation to maintain the confidentiality and privacy of student records in accordance with applicable law and regulations, including, but not limited to, the Family Educational Rights and Privacy Act ("FERPA"). Any student information provided to Supplier shall be provided in compliance with the requirements and exceptions outlined in FERPA. Supplier must comply with said law and regulations and safeguard student information. Supplier may not disclose student information to a third party without prior written consent from the parent or eligible student. Supplier must destroy any student information received from the District when no longer needed for the purposes of the Agreement.

2.11 INSURANCE:

2.11.1 Unless otherwise agreed to by HISD, the Supplier shall carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to HISD indicating compliance with this paragraph.

<table>
<thead>
<tr>
<th>Type of Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation and Employer’s Liability</td>
<td>Statutory $100,000 per accident</td>
</tr>
<tr>
<td>2. Automobile Liability:</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td></td>
</tr>
<tr>
<td>For all owned, non-owned vehicles and hired vehicles.</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>4. Professional Liability (errors and omissions)</td>
<td></td>
</tr>
</tbody>
</table>

2.11.2 The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

2.11.3 HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers’ compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers’ compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.

2.11.4 Notice regarding insurance and cancellation or changes should be mailed to:

Project Manager as stated in Section 1.1.5 of this RFP
Houston Independent School District
Procurement Services
4400 West 18th Street
Houston, Texas 77092

2.11.5 HISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed...
desirable by HISD, depending on the type of project.

**2.12 TAXES:** HISD is exempt from local, state and federal taxes. In the event that taxes are imposed on the goods and/or services purchased, the District will not be responsible for payment of the taxes. The Supplier shall absorb the taxes entirely. The District will supply tax exemption information upon request.

**2.13 INVOICES/PAYMENT:**

2.13.1 HISD standard payment terms are net 30 days after receipt of invoice. Supplier may offer the District a cash discount for payment of an invoice(s) with stated discount terms. Supplier’s invoices should be sent to: Houston Independent School District, Controller’s Office, Accounts Payable Department, 4400 West 18th Street, Houston, Texas 77092.

2.13.2 Invoices will be date and time stamped upon receipt in the Accounts Payable Department, and the cash discount, when applicable, will be calculated from the “receipt date” stamped on the invoice. Supplier’s invoices **must** contain the appropriate HISD purchase order number on the face of the invoice. Each line item on the invoice should contain the corresponding line item number shown on the purchase order. Invoices submitted without the correct purchase order number shown may be returned to the Supplier for correction. Corrected invoices will be subject to the same payment provisions as original invoices.

2.13.3 Invoices should be provided to the District in a timely manner. Supplier is requested to invoice the District within 30 days of providing goods and/or services to the District.

2.13.4 In the event a Supplier presents the District with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The District will not be responsible for any interest charges and/or late fees as a result of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by Supplier.

**2.14 QUANTITY:**

2.14.1 There is no guaranteed amount of business, expressed or implied, to be purchased, or contracted for by HISD. However, the Supplier shall furnish all required goods and/or services to the District at the stated price, when and if required.

2.14.2 The District’s agreement may be offered to other school districts or governmental entities. If applicable and at the discretion of the District, a forecast of planned usage will be issued as part of the project. This forecast is based upon the District’s historical usage. If the District exceeds that forecast of usage and the Supplier experiences a higher volume of sales, the District may request a value consideration to compensate the District for said increased sales in the form of a volume usage rebate. Supplier should include, in their proposal, the method(s) they will use to calculate the usage rebate and discuss how the rebate will be calculated and paid.

2.14.3 The District expressly reserves the right to procure any goods or services from other sources or by other means.

**2.15 BONDING:** At the District discretion, Performance and Payment Bonds may be required on certain projects valued in excess of designated amounts ($100,000 for Performance Bond & $25,000 for Payment Bond). The District will determine the necessity of Performance and Payment Bond on a project by project basis. The procurement Project Manager will advise potential Proposers if a particular project requires bonding. A sample of the Performance Bond and the Payment Bond can be found at the following web address:

http://apptemp.houstonisd.org/Procurement/WebPDF/BondGroup.pdf
2.16 GOVERNING LAW: Any agreement resulting from this RFP shall be governed by, construed and enforced in accordance with the laws of the State of Texas without regard to the conflicts or choice of law principles thereof. The parties irrevocably consent to the jurisdiction of the State of Texas, and agree that any court of competent jurisdiction sitting in the County of Harris, State of Texas, shall be an appropriate and convenient place of venue, and shall be the sole and exclusive place of venue, to resolve any dispute with respect to the Agreement.

2.17 RELATIONSHIP OF THE PARTIES: It is understood and agreed that the Supplier is a separate legal entity from HISD and neither it nor any employees, volunteers, or agents contracted by it shall be deemed for any purposes to be employees or agents of HISD. The Supplier assumes full responsibility for the actions of its personnel and volunteers while performing any services incident to the Agreement, and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), workers’ compensation, disability benefits and like requirements and obligations.

2.18 NO WAIVER OF IMMUNITY: The District does not waive or relinquish any immunity or defense on behalf of itself and its trustees, officers, employees, and agents as a result of entering into any agreement or contract relating to this project or by performing any of the functions or obligations relating to the project. Nothing in any agreement shall be construed as creating any personal liability on the part of any trustee, officer, employee, or representative of HISD. No waiver of a breach of any provision of the contract and/or agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

2.19 INDEMNIFICATION: THE SUPPLIER SHALL INDEMNIFY, AND HOLD HARMLESS AND DEFEND HISD AND EACH OF IT’S RESPECTIVE PAST, PRESENT AND FUTURE OFFICERS, TRUSTEES, AGENTS, AND EMPLOYEES IN THEIR INDIVIDUAL AND OFFICIAL CAPACITIES, FROM AND AGAINST ALL CLAIMS, LOSSES OR DAMAGES, INCLUDING ATTORNEY’S AND EXPERT’S FEES, COURT COSTS AND EXPENSES INCURRED BY HISD AND IT’S OFFICERS, TRUSTEES, AGENTS AND EMPLOYEES, FOR INJURY, INCLUDING DEATH, TO PERSONS, OR DAMAGE TO OR DESTRUCTION OF PROPERTY, AND LAWSUITS, DEMANDS OR CAUSES OF ACTION OF WHATSOEVER KIND OR NATURE BASED UPON, RESULTING FROM OR ARISING OUT OF OR IN CONNECTION WITH ANY NEGLIGENT ACT, ERROR, OMISSION, MISREPRESENTATION, OR MISCONDUCT BY SUPPLIER AND ITS EMPLOYEES, OFFICERS, SUB-CONSULTANTS, OR AGENTS ARISING OUT OF OR IN CONNECTION WITH SUPPLIER’S PERFORMANCE OF THE AGREEMENT.

All obligations as set forth in this paragraph shall survive the completion of or termination of the Agreement.

It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

2.20 NOTICE: Any notice required to be given relating to the Agreement shall be in writing and shall be duly served when hand-delivered to the addressees set forth below, or shall have been deposited, duly registered or certified, return receipt requested, via the United States Postal Service, addressed to the other party at the following addresses:

To: Supplier’s Contact Name and Address as listed in Form A

To: Houston Independent School District
    Attn: Superintendent of Schools
    4400 West 18th Street
    Houston, Texas 77092
Any party may designate a different address by giving the other party ten (10) days prior written notice in the manner provided above.

2.21 SECTION HEADINGS: The headings of sections and paragraphs contained in any document related to this project are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions relating to the project.

2.22 THIRD PARTY BENEFICIARIES: Nothing relating to this project shall be deemed or construed to create any third party beneficiaries or otherwise give any third party any claim or right of action against HISD or the Supplier(s).

2.23 DISPUTE RESOLUTION: At the option of the District, the Supplier and the District agree that prior to filing any suit, administrative proceeding, or other legal proceeding, related to this Agreement, each party shall submit any and all disputes to the alternative dispute resolution process of non-binding mediation. The Supplier and the District further agree to attend the mediation and to participate in settlement negotiations in a good faith effort to resolve any and all disputes through a written settlement agreement. The mediation shall take place in Harris County, Texas, and will be conducted by a mediator mutually selected by the parties. If the parties are unable to agree on a mediator, each party shall submit a list of up to three names as a mediator along with a curriculum vitae and costs associated with each name submitted. Each party will alternate in striking one name from the list until only one name remains. The remaining name will be the agreed upon mediator. HISD will have the first opportunity to strike a name from the list. All fees and costs of the mediator shall be shared equally between the parties. No formal record shall be made of the mediation.

2.24 TERMINATION:

2.24.1 The District reserves the right to terminate, without cause and for any reason, the Agreement resulting from this RFP upon thirty (30) calendar days prior written notice, or five (5) days prior written notice for cause.

2.24.2 HISD also has the right to terminate the Agreement for convenience, without penalty, for non-appropriation or non-availability of funds by delivery to the Supplier of a "Notice of Termination" specifying the extent to which performance hereunder is terminated and the date upon which such termination becomes effective.

2.25 DEFECTIVE / NON-CONFORMING WORK:

2.25.1 If, following seven (7) calendar days of a written notice to a Supplier identifying defective or nonconforming work, the Supplier or its subcontractors fail to correct such defective or nonconforming work, HISD may order the Supplier to stop further work, or any portion thereof, until the defect or nonconformance has been properly corrected by the Supplier or its subcontractors.

2.25.2 Should the Supplier not proceed with the correction of defective or non-conforming work within three (3) additional calendar days of HISD’s order to stop further work, as set forth above, HISD may cause the removal, repair or correction of the defective or nonconforming work and may charge all associated costs of the same to the Supplier.

2.26 DEFAULT CONDITIONS: If the Supplier: (i) breaches any provision of the Agreement; (ii) , becomes insolvent, enters voluntary or involuntary bankruptcy, or receivership proceedings, or makes an assignment for the benefit of creditors; or (iii) is in violation of any state or federal law (collectively, "event(s) of default"), HISD will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) days prior written notice to the Supplier. HISD will then be relieved of all obligations, except to pay the reasonable value of the Supplier’s prior
performance, satisfactory to HISD (at a cost not exceeding the agreement rate and subject to any claims, costs and expenses incurred by HISD as a result of Supplier default). In the event of default, HISD is expressly authorized to obtain the goods or services that would have been provided by Supplier under this Agreement from an alternative source. The Supplier will be liable to HISD for all costs exceeding the Agreement price that HISD incurs in completing or procuring the services and goods as provided for in the Agreement. HISD’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

2.27 WARRANTIES: SUPPLIER EXPRESSLY WARRANTS THAT ALL THE GOODS AND SERVICES COVERED BY THE AGREEMENT RESULTING FROM THIS RFP WILL BE IN EXACT ACCORDANCE WITH THE REQUIREMENTS OF THE AWARD OF THE RFP AND RESULTING AGREEMENT AND FREE FROM DEFECTS IN MATERIALS AND/OR WORKMANSHIP. SUPPLIER EXPRESSLY WARRANTS MERCHANTABILITY FOR ALL GOODS PROVIDED PURSUANT TO THE RESULTING AGREEMENT. ALL WARRANTIES SHALL SURVIVE DELIVERY OF THE GOODS AND COMPLETION OF THE SERVICES, AND SHALL NOT BE DEEMED WAIVED EITHER BY REASON OF THE DISTRICT’S ACCEPTANCE OF SAID GOODS AND SERVICES OR BY PAYMENT FOR THEM. ANY DEVIATIONS FROM THE AGREEMENT, OR DESCRIPTIONS OR SPECIFICATIONS FURNISHED THEREUNDER, OR ANY OTHER EXCEPTIONS OR ALTERATIONS MUST BE APPROVED IN WRITING BY THE DISTRICT’S PROCUREMENT GENERAL MANAGER.

2.28 USE BY OTHER GOVERNMENT ENTITIES: The Texas Education Code 44.031 (a)(4) allows for government entities, i.e. state agencies, local governments and school districts, to enter into cooperative agreements to allow the procurement process to be performed by a single entity on behalf of all those electing to participate. Any of the above entities may be granted the privilege of joining the awarded Agreement. In the event HISD allows another governmental entity to join the Agreement, it is expressly understood that HISD shall in no way be liable for the obligations of the joining governmental entity.

2.29 THIRD PARTIES: Nothing in this RFP shall create a contractual relationship with or a cause of action in favor of a third party against either HISD or the Supplier.

2.30 UNENFORCEABLE SECTIONS: If any portion of this RFP or any Agreement is deemed to be unenforceable, the remainder of the RFP and Agreement shall be construed as if such unenforceable provisions had never been contained therein.

2.31 MWBE PARTICIPATION GOAL: The Supplier shall report their MWBE participation goal as a percent of the total compensation. This information shall be identified per firm, discipline and participation.

2.32 SUBCONTRACTING: The Supplier shall not subcontract services provided in this RFP without prior written approval by HISD.

2.33 WORK STOPPAGE: In no event shall HISD be liable or responsible to the Supplier or any other person for our on account of, any stoppage or delay in work.

2.34 HAZARDOUS MATERIALS: In the performance of the Supplier’s services, the Supplier shall not cause any release of Hazardous Substances, including asbestos, or contamination of the environment, including the soil, the atmosphere or any water course or ground water. Supplier shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of the Supplier’s activities.

2.35 BUSINESS ETHICS: During the course of the project awarded by this RFP, the Supplier will maintain business ethics standards aimed at avoiding real or apparent impropriety or conflicts of interest. No substantial gifts over $50, entertainment, payments, loans, or other considerations beyond that which may be collectively categorized as incidental shall be made to any employees or officials of HISD, its authorized agents and representatives, or to family members of any of them. At any
time the Supplier believe there may have been a violation of this obligation, the Supplier shall notify HISD of the possible violation. HISD is entitled to request a representation letter from the Supplier, its subcontractors or vendors at any time to disclose all things of value passing from the Supplier, its subcontractors or vendors to HISD’s personnel or its authorized agents and representatives.

2.36 BUSINESS CERTIFICATES / HISD TAXES: All individuals or entries entering into a contract with HISD must adhere to the following applicable Texas laws as they pertain to their individual type of ownership.

2.36.1 Corporations: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State and the Comptroller of Public Accounts as required by TITLE 34, Part 1, Chapter 3, Subchapter V, Rule 3.546 of the Texas Administrative Code. A current “Certificate of Good Standing” from the Texas Comptroller of Public Accounts shall be made available upon request stating that the corporation charter is current and all Texas Franchise Reports and taxes are paid.

2.36.2 Partnerships and Joint Stock Companies, and Limited Liability Partnerships: (domestic [formed under Texas law] or foreign [formed under laws of another state]) shall be properly registered with the Texas Secretary of State in accordance with the Texas Secretary of State in accordance with TITLE 105 – PARTNERSHIPS and JOINT STOCK COMPANIES, CHAPTER ONE- PARTNERSHIPS, LIMITED PARTNERSHIPS, TEXAS REVISED PARTNERSHIP ACT, Article 6132a-1, “Texas Revised Limited Partnership Act. All partners in a partnership must file a “Certificate of Limited Partnership” with the secretary of state, which shall be made available for inspection upon request.

2.36.3 Entities whether, Corporate, Partnership, or Sole Owner must be current on HISD Property Taxes: If commercial personal property is located within HISD’s jurisdiction, current renditions of these properties must be filed with the Chief Appraiser, as required by Chapter 22k Section 22.01 of the Texas “PROPERTY TAX CODE”.

2.37 ATTORNEY FEES: In connection with HISD’s defense of any suit against it and/or HISD’s prosecution of any claim, counterclaim or action to enforce any of its rights and/or claims related to this RFP or any agreement, in which HISD prevails as to all or any portion of its defense(s), claims, counterclaims or actions, HISD shall be entitled to recover its actual attorney’s fee and expenses incurred in defending such suit and/or in prosecuting such claim or action.
III. SCOPE OF WORK AND SPECIFIC CONDITIONS

3.1 SCOPE OF WORK: The Houston Independent School District (HISD) went live in 2000 with PeopleSoft version 8.8. Over the next 12 years, the HISD heavily customized the application in line with its business practices. In November of 2013, the HISD began using PeopleSoft Version 9.1, as the prior version was no longer supported by Oracle. During the time preceding the upgrade to Version 9.1, many customizations were removed, reformulated or redone in a different manner. However, major customizations remained and are currently still in use today.

The scope of this RFP is to implement SAP HCM / HR and Payroll at HISD to complement the current SAP Financials Reimplementation project in progress. HISD currently uses SAP ERP 6.0 for Financial Applications. This system includes Financials (Accounts Payable, Accounts Receivable and General Ledger), Controlling, Project Systems, Plant Maintenance, Production Planning, Funds Management, Materials Management, Warehouse Management and Supplier Relations Management. Much of the existing PeopleSoft (PS) customization is to enable interfacing between PS HR/Payroll and SAP Financial Applications. SAP Finance will go-live with a re-implementation project, including a redesign of the chart of accounts, July, 2016.

The primary goal of the HISD SAP HCM / HR and Payroll Implementation project is to provide for a seamless integration between Human Resources, Payroll and Financials. The current processes require numerous interfaces with duplicate maintenance of data in multiple systems. With the HISD SAP HCM / HR and Payroll Implementation project, the cost and effort of maintaining multiple systems will be eliminated.

A second and significant goal of the HISD SAP HCM / HR and Payroll Implementation project is to eliminate customizations as much as possible. This will reduce the effort required to maintain the system and provide HISD with the platform needed to more easily implement new functionality.

A third goal of the HISD SAP HCM / HR and Payroll Implementation project is to maintain and improve the SAP HCM / HR and Payroll user experience. The SAP implementation will utilize out-of-the-box SAP workflows, SAP forms, SAP SuccessFactors Talent Management, SAP Employee Self Service, SAP Managers Self Service, and role based Security to enable more efficient and accurate processes.

HISD wishes to hire an SAP Implementation Firm to provide SAP consulting expertise to assist and guide in the implementation of SAP ERP Human Capital Management and SAP SuccessFactors. This project will commence in April 2015 with a go-live date of July 1, 2016 for most functionality. This go-live will coincide with go-live of the project to re-implement SAP Finance and Procurement. Consideration will be given to implementing SAP SuccessFactors Recruitment in December 2015. This will prevent change of Recruitment Software during period of peak HISD recruitment activities (January – August).

Initial discovery has identified the following areas to be included in the scope of this project:

- SAP ERP Organization Management
- SAP ERP Personnel Administration
- SAP ERP Time Management
- SAP ERP Benefits Administration
- SAP ERP Compensation Management or SAP SuccessFactors Compensation
- SAP ERP Payroll
- SAP ERP Position Budget and Control
- SAP SuccessFactors Onboarding
• SAP SuccessFactors Performance and Goals
• SAP SuccessFactors Recruiting
• SAP SuccessFactors Learning
• SAP SuccessFactors Succession and Development

Initial Discovery has also resulted in the creation of a Fit/Gap Document, indicating ways in which SAP functionality could potentially be implemented to ensure HISD retains – at a minimum – its current functionality. This document can be found in Appendix III. SAP design will be finalized during the Blueprint phase.

The project will replace all the existing functionality in the current PeopleSoft ERP in SAP software with minimal to zero customizations. Additionally, the HISD SAP HCM / HR and Payroll project will implement additional functionality not currently utilized in the existing system. That functionality and all of the current customizations, custom programs, custom pages and interfaces (inbound & outbound) is detailed in Appendix I, Appendix II, and Appendix III. The HISD SAP HCM / HR and Payroll project will utilize SAP Solutions Manager with implementation partner completing Business Design Documents and Configuration Documentation. Knowledge transfer from Implementation Partner resources to HISD Team Members is a key component to measuring the success of this project.

**HISD Project Resources:**
The current PeopleSoft System is maintained by HISD Information Technology (IT) Department. The HISD IT Department will provide dedicated resources for the design, construction, test, deployment and on-going support of the SAP HCM / HR and Payroll System. Additionally, Business Owners will assign dedicated resources on a permanent basis to support all project activities and other resources on an as-needed basis. Business Owner resources will conduct testing for User Acceptance Testing, Integration Testing, and at least 3-5 Parallel Testing cycles.

HISD staff will be assigned to the SAP HCM / HR and Payroll Implementation project:

<table>
<thead>
<tr>
<th>IT STAFF</th>
<th>BUSINESS OWNERS STAFFING</th>
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<tr>
<td></td>
<td>FTE</td>
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<td>Project Manager</td>
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<tr>
<td>ABAP Development</td>
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HISD is not requesting implementation partner resources for User Training, Change Management, BASIS, BI data warehouse, Business Objects and Content Management. HISD is releasing a separate RFP for Change Management and User Training. The implementation partner will need to work with and support the vendors responsible for the Change Management and Training efforts with any requested information and/or integration. BASIS, BI data warehouse, Business Objects, and Content Management (electronic document storage) activities will be completed by HISD staff.

HISD will require periodic 3rd party quality audits throughout the project. HISD will contract directly with an independent 3rd party or SAP for these audits. Implementation Partner will support and provide requested data for these audits.

Areas to be supported during project design blueprint phase:

Following is the functionality required by HISD within each of the major components of HISD SAP HCM / HR and Payroll Implementation project. More details of HISD specific functionality is included in Appendices I, II, and III. The specific functionality to be implemented will be determined during the design and blueprint phase.

Organization Management
HISD currently maintains staff assignments by position and position attributes. HISD maintains a department structure with a reports-to relationship. Default accounts are derived from the PeopleSoft department. This is used for processing workflows and manager reporting.

An overview of HISD Organization Management features:
- Maintenance of all budgeted and authorized positions
- Track and report budgeted, filled, frozen and vacant positions
- Associate position with funding source (i.e. grants, projects, substitutes)
- Link positions to required skills, certification, training, licensing etc.
- HISD specific attributes to a position
- Request Form and Workflow of position add/change/delete and approvals (Dept. Manager and Budget Office) with email notifications
- On-line view of position history (incumbents or vacancy)
- Concurrent Employment. HISD has a limited number of staff simultaneously in multiple positions. Examples are:
  - School Bus driver with time reporting to multiple garages
  - Staff in multiple positions with a different rate of pay for each position

Personnel Administration
HISD maintains current and historical personnel administration for demographic data and all data needed to manage staff resources. Employee data is generally processed through personnel actions (hire, promotion, leave, termination, suspension, re-assignment, etc.) and Personnel Action reasons.
An overview of HISD Personnel Administration features:

- Automated annual renewal of staff contracts with monitoring of the distribution and return of signed contracts.
- Absence Management Personnel Actions (i.e. Leaves, FMLA) with link to time reporting for automatic generation of absence time entry.
- Maintain records for non-employees (i.e. contractors, charter school teachers, external training participants, contingent workers and volunteers).
- Employee Self Service for employee initiated changes (i.e. address, W-4, emergency contact).
- Data maintenance through field defaults and dynamic actions.
- Maintenance of HISD specific fields (i.e. Teacher Certification, Texas Unique ID, Termination File Review, PEIMS).
- On-line form to initiate request for select personnel actions (i.e. promotion, transfer).
- May implement standard SAP delivered workflow for request, notification and approval of select personnel actions (i.e. terminations during contract period).
- Provide mass update of employee master data from excel worksheets (i.e. additional payments).
- Process to monitor the investigation of allegations of employee misconduct and the resolution.
- Prepare PDF Employee Service Record per TEA guidelines.
- Track Stipend and Incentives eligibility and payment history.
- On-line view of Personnel Action history by employee.
- Calculation of employee service level based on HISD specific criteria. Criteria includes complex set of rules regarding partial years of service, internal service, external service, and position held.

**Time Management**

HISD uses numerous sources for time entry including time clocks, 3rd party time collection, manual entry by time reporters, and wants to explore individual time entry. The blueprint design will explore the options available for time capture, including hand-held devices and kiosks. The solution may be within SAP or may include integration with SAP to AESOP time reporting system which is currently used by HISD.

An overview of HISD Time Reporting features:

- May implement standard SAP delivered workflow for entry and approval of time and labor reporting. Approver may be Direct Manager, Time Administrator or other person.
- A Semi-annual Certification process and a process run by pay period to verify work duties for staff in Grant funded positions.
- For ease of reporting allows default of time entry fields based on staff work schedule or alternate work schedule.
- Time entry controls based on employee’s department, position, type of attendance or absence entered, employee’s work schedule, and location of work (i.e. mandatory entry of account code for substitute teachers).
- Time entry account override:
  - Override account defaulted from Attendance or Absence Type (TRC Code).
  - Override account based on entering position number of employee being temporarily replaced.
  - Direct entry of override account.
- Ability to allow temporary entry, reporting, and approval of time entry outside of an employee’s home department.
• Time evaluation for calculation of overtime hours and additional payments for staff in select jobs (i.e. Apollo program), and override rates for select attendance types.
• FMLA and Affordable Care Act (ACA) requirements

HISD has five leave accrual plans and a number of other absence balances (i.e. sick, holiday).

An overview of HISD Leave Accrual features:
• Leave accrual plan eligibility based on type of position and contract period
• State, local, and vacation leave is ‘front-loaded’ with monitoring of monthly accruals
• May implement standard SAP delivered workflow for absence requests and approvals with on-line form. Do not allow absence requests to exceed the available balance
• Leave balances may carryover to next academic year with balance limits
• Staff able to view leave accrued, taken and balance in Employee Self Service, paycheck statements, benefits reports, etc.

Compensation Management
The basic salary for most HISD staff is derived from salary scales. The salary for most campus positions is based on length of service and (for principals) school characteristics. For non-campus HISD the salary scale provides a range which the employee may not exceed. During Design Blueprint phase it will be determined whether features of Compensation Management will be met through SAP ERP Compensation Management or SAP SuccessFactors Compensation.

An overview of HISD Compensation Management features:
• Hourly and salaried staff (i.e. positive pay and negative pay) with base pay using direct and indirect valuation
• Salary scales based on:
  o Years of experience within HISD and external to HISD
  o Partial credit for years of experience in certain positions
  o Demographics of school assignment (i.e. type of school, size of school, % disadvantage students, % gifted/talented students)
• Annual update of salary scales and employee service levels (step)

Benefits Administration
Currently, the HISD benefit plans and savings plans are administered by 3rd parties. All benefit plans, except savings plans, are administered by ADP. The 3rd party handles enrollment processes and notifies HISD of fixed amount(s) to be deducted from each employee by benefits plan. HISD maintains records of benefits options selected by each employee for reporting purposes only, not for computation of benefit costs. During blueprint and design we will consider options of using the SAP Benefits sub-module for management of benefits, calculation of benefits amounts, open enrollment, etc. Benefits Administration and Enrollment is out of scope for this project.

Payroll
Currently, HISD processes regular bi-weekly and off-cycle payrolls for approximately 30,000 employees. Employees are in hourly, salaried, non-exempt and hourly student worker positions. Payment date is 10 days after the end of the payroll period. The payroll processing and tax payment and reporting is completed in-house using PeopleSoft and includes extensive pre-payroll audits and reconciliation. Teachers’ and hourly bus driver compensation and benefits is based on earnings over the academic year with payment over the full calendar
An overview of HISD Payroll features:

- Comply with all Texas, Federal and Texas Teacher’s Retirement System guidelines
- Calculation and reporting for Teacher’s Retirement System
- Biweekly, monthly, quarterly, and year-end tax processing
- Integration with SAP FI/CO for general ledger posting, posting to funds and grants, posting to Accounts Payable for 3rd party payments, and posting to Accounts Receivable for employee receivables
- Integration with SAP Treasury for bank reconciliation and processing payments for checks, payment cards, ACH direct deposit, and positive pay files
- Integration with SAP Travel Management and Accounts Payable for vendor set-up and travel claims/reimbursements
- HISD specific paycheck statement with view in Employee Self Service
- Academic year-round-pay with record of amounts paid-not-earned and earned-not-paid
- Garnishment, Tax Liens, and Child Support processing with full SAP reporting and notifications to meet Texas and federal guidelines. EFT of Texas child support payments.
- Process for recovery of missed deductions (i.e. arrears) and staff overpayments (i.e. claims)
- Interface files for 3rd party payments to report on deductions
- HISD specific payroll calculations of earnings (i.e. stipends, incentives, shift and lock up pay), deductions (i.e. ACP) and amounts required for reporting. This includes constant table amounts, goal deductions, periodic payments, tax gross-ups, pre-payments, and percentage based deductions and earnings
- Controls and limits for earnings and deductions based on employee grouping, employee status, etc.
- Implement requirements for FLSA, Affordable Care Act, and FMLA
- Payroll retro calculation for correction to employee data, job data and personnel actions entered in error
- Bus drivers have option to opt-out of year-round-pay. Bus driver benefits may be held in arrears during summer months.

Position Budget and Control

HISD will encumber payroll expenses each pay period. The encumbrance includes both staffed and vacant positions. HISD will encumber the actual for filled positions & standard for vacant positions. The encumbrance will include cost of staff basic pay and staff benefits. After payroll is processed, HISD will relieve the encumbrance based on actual payroll expenses. HISD will determine (during design blueprint) how to handle encumbrance in excess of actual expense. HISD will require reporting of encumbered, actual, and budgeted expenses.

Recruitment

HISD uses a 3rd party recruitment tool (AppliTrack) for internal and external recruitment. An interface from AppliTrack to update PeopleSoft master data with hire, rehire, promotion data is being developed. HISD intends to replace AppliTrack with SuccessFactors Recruitment.

- Summer School Staffing is currently a stand-alone process within PeopleSoft. The requirements for this process may be satisfied by SuccessFactors Recruitment. Summer School staffing is an annual effort to manage the budgeting, position management, staff application, and principal assignments process of internal staff to summer school.
- The Teacher Open Transfer Period will likely also use SuccessFactors Recruitment. During this period,
teachers may apply for internal transfers to open positions throughout the district.

Onboarding
HISD maintains system data (within AppliTrack) to track onboarding activities (i.e. I-9, W-4, drug testing). Visa and Fingerprint processing is recorded in PeopleSoft. The e-Verify process is completed manually. SAP SuccessFactors onboarding is a new feature. Many of the features offered may benefit the induction, orientation, and set-up of new staff. HISD will determine specific onboarding functionality to be implemented during the design blueprint phase. HISD has on-boarding position certification activity for employees to acknowledge when being hired into positions funded by grants.

Learning
HISD is currently using the PeopleSoft Training module for management of training courses and sessions. HISD will implement SAP SuccessFactors Learning as part of this project. The design blueprint phase will determine the specific applications and solutions which are in-scope.

An overview of HISD Learning features:
- Create courses with assignment of key attributes including eligible instructors and training program to which it applies, include fields to maintain the HISD goal that is being met by the course, course prerequisites, and identification of the department owning the course.
- Limit course maintenance to the specific department owning the course
- Manage course session set-up, enrollment, rosters, and close-out
- Provide Business Objects for reporting and dashboards viewed through Manager Self Service

Performance and Goals
HISD is currently using the PeopleSoft ePerformance for non-teaching related positions and a 3rd party performance system (Teachers Appraisal and Development System (TADS)) for teaching related positions. HISD will implement SAP SuccessFactors Performance and Goals for non-teachers. The design blueprint phase will determine the specific applications and features which are in-scope. The design blueprint phase will explore the option of moving TADS functionality for teachers into SAP SuccessFactors.

An overview of HISD Performance and Goals features:
- Efficient one-click assignment of appraiser for each employee with standard SAP delivered workflow and e-mail notifications to employee, appraiser, and department manager.
- Standard SAP delivered workflow with e-mail notifications through each step of the appraisal process (i.e. form completed, form accepted, conference held, and end process)
- Email notifications and reports for past due activities
- Maintain appraisal form and any applicable attachments for current and prior years.
- Assignment of goals by department and/or by position
- Link of required Development Plan with Performance Appraisal reporting
- Link of training courses relevant to specific employee development plan
- Link of training courses relevant to specific goals
- Support ‘Teacher of the Year’ program, possibly, by using 360° Performance Appraisal
- Tools and reports for ease of set-up and management of annual performance appraisal process
- Provide Business Objects for reporting and dashboards viewed through Manager’s Self Service
HISD Leadership Development Programs
Monitor distribution and return of semi-annual Conflict of Interest Statements with employee specific variables

Succession Planning and Development
HISD does not currently use system for succession planning and related functionality. HISD will determine specific Succession Planning functionality that is SAP standard delivered and can be developed with ease out-of-the-box, to be implemented during the design blueprint phase.

ABAP Development Support
For the HISD SAP HCM / HR and Payroll implementation project the ABAP Development Team will compete activities related to conversion, interfaces, forms, and reports. Following is an outline for each of these areas:

- Conversion
  - HISD will convert current and historical data for jobs/positions, organization structure, employee master data, personnel actions, compensation and basic pay, performance appraisals, absence reporting, leave balances, payroll arrears, payroll results, and other functions.
  - HISD will clean and prepare data for conversion and extract data from legacy systems and place them in temporary staging tables.
  - Implementation partner will create translation tables and load data into SAP from staging tables using best practice conversion and data mapping strategies.
  - Manual conversion will be avoided as much as possible. The conversion will be a reiterative process for each system wide test (i.e. integration test, parallel test) and go-live.
  - HISD has active Organization Structure in PeopleSoft which will likely serve as foundation for SAP Organization Structure.
  - HISD conversion to include data validations provided through SAP personnel actions.
  - Historical data will be converted using some default values to reduce need for historical system configuration.
  - Historical employee data is required for regulatory reporting, preventing rehire of ineligible former employees, and providing information on terminated employees.
  - HISD intends to discontinue all use of PeopleSoft, including reports, with this implementation.
  - HISD uses SAP Business Intelligence (BI) data warehousing
    - As much as possible, historical data will be converted to BI using standard SAP delivered data cubes.
    - Data converted to BI will first be loaded into SAP and then interfaced to BI.
  - HISD will convert Training set-up data from PeopleSoft Enterprise Learning to SAP SuccessFactors.
  - HISD will convert current year payroll results into SAP staging tables.
    - The payroll results will likely be converted by each payroll period to support on-going tax, PEIMS, and TRS reporting requirements to meet all mandatory reporting requirements.
    - This is a mid-year conversion so year to date payroll results are required for on-going tax reporting.

- Interfaces
  - The current PeopleSoft Team is supporting 62 custom interfaces
    - A number of these interfaces will be eliminated through SAP integration of HCM / HR and Payroll with SAP Financials.
The complete list of current PeopleSoft Interfaces is in Appendix I
HISD expects to use a state-of-the-art interface tool (i.e. PI) to reduce development effort and to provide scheduling, standard error reporting, and email notifications.

- Reports
  - The current PeopleSoft Team is supporting 182 custom reports in addition to numerous queries.
  - The complete list of IT supported PeopleSoft reports is in Appendix I
  - HISD expects that nearly all reporting will be through delivered SAP reports or through user created queries.
  - HISD expects that system reporting will be linked to user security roles

- Workflows and Forms
  - Current HISD processes include workflows for add/change/delete of open positions & one for performance evaluations. The approval and notification levels vary by type of position. These workflows are in scope.
  - Only additional workflows in scope are standard delivered SAP workflows
  - HISD expects to use best practice SAP delivered workflows and forms in order to make the processes as efficient as possible for the system users
  - The workflow capability will have ability to be linked with HISD email notification, Employee Self Service, Manager Self Service and Business Objects (dashboards)
  - During design blueprint phase HISD will determine the specific standard delivered SAP delivered workflows and forms that are in scope for this project and their design details

**Employee Self Service (ESS)**
HISD currently has an employee portal with direct PeopleSoft access for:
- Resident Address update
- Phone Number update
- Emergency Contact update
- Email Address update
- Direct Deposit enrollment and changes
- W-4 Tax Allowance update
- W-2 Annual Tax Statement view and print
- Compensation – Base Pay view
- Stipend Earnings History view
- Leave Balances view

Implementation Resource is needed to support and guide the content administration within Employee Self Service

**Manager Self Service (MSS)**
HISD currently has MSS functionality for
- Performance Appraisals
- Approval of Position Management changes

Implementation will only include SAP standard delivered core functionality. Following areas are candidates for implementation:
- Employee Information / Profile
Performance Appraisal
Personal Development
View Organizational Hierarchy
Recruitment
Workforce and Compensation Budgeting
Attendance Status
Job Vacancy Notification
Attendance and Leave Approval
Workforce Analytics
Dashboards (Business Objects)

Implementation Resource is needed to support and guide the content administration within Manager Self Service.

Security
- HISD uses single-sign via Active Directory.
- We will use SAP role based security to provide restricted access to specific screens, fields, transactions, reports, BI/BOBJ, and processes.
- Security profiles based on position, department, organization structure, employee groupings and employment status.
- HISD would like to explore automation of the single signon & user account creation process.

Business Intelligence (data warehouse)
HISD needs to report data from various areas of both SAP and non-SAP systems, and wants to capture Key Performance Indicators (KPIs). One of the main objectives is to display accurate, timely data for a speedy decision-making process. In addition to the modification of existing queries, more queries will be created and existing queries need to be merged or modified to meet the reporting requirements. SAP ECC and BW systems are feeding data to these queries. HISD will utilize delivered BI cubes wherever possible and minimize creation of non-delivered cubes and reports. During Blueprint design the implementation partner will assist in developing a SAP data archival strategy. Note: HISD has not implemented SAP HANA.

Business Objects
HISD has not implemented Business Objects. Business Objects are in scope for the SAP Financials re-implementation project. During the SAP HCM / HR and Payroll implementation project HISD may implement standard delivered dashboards and reports which extract data from standard delivered HCM cubes. The dashboards would be displayed in MSS.

Content Management
HISD uses Application Extender for electronic retention of application documents from AppliTrack. Application Extender – which HISD owns – can be integrated with SAP for document retrieval and view. Content Management Enhancement will establish an external content server for SAP documents. It will allow HISD to efficiently manage unstructured information (such as documents and images) along with structured information (such as application data) in the context of business processes.

The external content server should be able to host the following documents:
- Workflow attachments in all standard formats such as .doc, .pdf, .xls, etc.
Documents attached to SAP business objects via Global Object Services (GOS) from SAP transactions
Documents attached to SAP business objects via SAP Archivelink interface
Documents within SAP Document Management System (DMS)
The external content server should support the following documents types: PDF, DOCX, XLSX, IMG, BMP, JPG,
Originals may reside on a desktop, network folder, or SharePoint prior to being stored in the external content server. Documents should be classified into different document categories, such as HR, Recruiting, Benefits, Payroll, Performance, etc. Documents can be stored into different content repositories on the external content server. Documents can be retrieved from SAP business transactions. Documents can be searched according to associated SAP business object attributes (e.g. Employee ID).

MASTER DATA MANAGEMENT GOVERNANCE

Generally, master data is defined as data used to create transaction data. The population of master data elements in SAP is vast. Very often there are integration points between different master data elements that must be maintained to support the overall design of business processes. Effective ownership of master data addresses several important objectives:

- Master data changes must comply with the formal master data design, including integration points
- Master data must be standardized, even across different non-SAP applications
- Master data inaccuracies and inconsistencies must be avoided
- The processes for creating new master data must be efficient and design compliant

Requirement Description:

- Ability to maintain SAP master data in non-SAP systems using standard tools
- Ability to use SAP standard workflows for master data processes
- Ability to maintain master data from a central location using SAP standard practices
- Ability to execute and maintain an efficient and auditable process for master data creation
- Ability to eliminate duplicate and corrupt master data
- Ability to eliminate non-SAP methods that create and augment of master data
- Ability to replicate master data to non-SAP systems  Ability to support supplier onboarding with controlled master data creation

3.2 PROJECT RIGOR:

Provider will use the Innotas Project and Portfolio Management tool as the tool to capture the provider detail WBS, assignments and artifacts. District will provide access to at least 3 Full Licenses for the duration of the project. Projects performed for District follow the below project process 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.
Provider will utilize District’s Project Management methodologies and templates. Provider will incorporate the Accelerated SAP (ASAP) implementation methodology into District’s existing Project Management methodologies and templates. ASAP provides a proven, comprehensive, repeatable and rich implementation methodology to streamline projects. ASAP covers implementations, upgrades, strategic studies and more.
3.3 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.

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 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".

I - Informed. Is informed of progress, key decisions, and artifacts by "R".

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<th>Artifacts and/or Activities</th>
<th>Provider</th>
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<td>Conversion Data Validation and Sign-off</td>
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<td>Detailed Change Management plan (i.e. transition plan, readiness</td>
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<td>assessments, end-user role transition documents)</td>
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### 3.4 ACCEPTANCE CRITERIA:

This is a Deliverables based contract and as such all Deliverables must be delivered on time and in accordance with the quality requirements of District. A Deliverable marks the completion of a grouping of activities and/or artifacts.

Provider has agreed as system integrator to oversee and manage the artifacts as specified in Sections A, B and C of Appendix A and any attached approved change order. Artifacts include but are not limited to documentation on agreed to by HISD 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 as per the Section C of Appendix A.

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 one (1) business day to be held within five (5) days of receipt of Deliverable.
- Requests for change or revisions will be given to Provider PM and logged into Innotas within five (5) days of District/Provider meeting.
- Provider will return requested revisions within two (2) business days for review.

This process will repeat until quality of 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.

3.5 PAYMENT SCHEDULE AND PROCEDURES:

The HR SAP HCM / HR and Payroll Implementation Project is a fixed bid project with periodic payments.

The payment schedule is based on successful completion of each phase of the project and completion of all required deliverables, artifacts, and work activities.

At the completion of each phase and HISD acceptance of artifacts and work activities for that phase HISD will accept an invoice from the Implementation Partner. The amount of the invoice will equal the amount stated in the Pricing Schedule submitted in response to this RFP for the work activities scheduled to be completed during the applicable project phase. If the final contract price is not equal to the price proposed in the RFP, an adjustment will be made with the payment for Realization phase. Thus, the total payment will equal the amount agreed to in the contract with HISD and Implementation Partner.

Following are the items to be completed by the Implementation Partner prior to payment for each project phase:

**Project Preparation:**
- Prepare Project Plan
- Design Fit-Gap Document
- Design Business Process Design Document
- Design FRICE Specification Document
- Design ESS/MSS Requirements Document

**Blueprint:**
- Complete Business Design Documents
- Complete FRICE Specification Documents
- Complete Fit-Gap Documents
- Document Solution for ESS/MSS
- Complete Conversion Strategy
- Update Project Plan for Realization Phase Activities
- Define Security Strategy and Plan Details

**Realization:**
- Complete System Configuration
- Complete Configuration knowledge transfer
- Complete Configuration Documentation
- Complete Conversion Interface Tables and Load into SAP
- Complete Conversion Process and Design Documentation
- Complete FRICE Development
- Update FRICE Documents with Development Activities
- Delivery of ESS/MSS Content
- Complete Deployment of Security Roles
- Draft go-live cut over plan
- Complete Conversion to QA for Integration Test

Final Preparation:
- User Acceptance Test complete with Business Owner sign-off
- Complete Conversion to QA for Parallel Tests
- Finalize Project Plan with details of conversion, cut over, go-live and go-live support

Go-Live and Support:
- Successful Go-Live
- 1 month production support
- Complete knowledge transfer
  - Complete any remaining documentation required for milestone payment

Payment Schedule and Procedures
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.

<PROVIDER MUST INSERT PROPOSED DELIVERABLE PAYMENTS AND SCHEDULE>

1. Billing Procedures. The District’s obligation to make payments under this Contract are conditioned upon completion of specific Milestones set forth in the Project Milestones, Artifacts and Payment Schedule and are tied to completion of the Acceptance Criteria described in Section B herein for the Artifacts required under such 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.

2. 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.

3. 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 onsite 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.

3.6 ADDITIONAL CONTRACT DETAILS:

A. Provider Resources

Provider will provide District a listing of each individual 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 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.

B. 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.

C. 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.

1. District Resources

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 Provider team regarding District’s business objectives. Responsible for the overall coordination and execution of District work during this engagement, as related to user, technical, and management interests. The Executive Sponsor will ensure the committed participation of all appropriate personnel during this effort in work sessions, status meetings and reviews.

b) Technical Lead: Knowledgeable and committed technical resource responsible for gaining knowledge regarding maintenance and support of the application and database architecture.
c) **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.

d) **Key Stakeholders**: Responsible for representing the key area’s 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.

e) **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.

f) **Information Technology**: Knowledgeable and committed technical resources to provide technical expertise on legacy infrastructure and systems.

g) **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. Is an approver on said artifacts, deliverables and change requests.

h) **District Project Manager**: Responsible for the oversight and activities of all of the work streams of the project.

i) **Business Solutions Director**: Responsible for overall delivery of project. Is an approver on said artifacts, deliverables and change requests.

2. **District Tasks and Obligations**

   a) Provide relevant information and documentation related to the project 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.
f) Provide a SAP Basis Administration resource.

3. **Steering Committee makeup and attendance**
   a) Bi-Weekly Functional Steering Committee: Attendees include applicable direct reports to Chiefs involved in the project, District Project Manager as well as all Project Managers from Provider and other vendor partners.
   
   b) Bi-Weekly Executive Steering Committee: Attendees include Chief Financial Officer, Chief Information Technology Officer, Chief Operating Officer, District Project Manager, General Manager of Finance Major Project, IT Director over the PMO and IT Director over Business Solutions.
   
   c) Attendance by Provider personnel for each meeting to be determined by HISD.

D. **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 SAP 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.

E. Assumptions

The following can be assumed for this contract:

1. District is responsible for the purchase, leasing or licensing, as applicable, of all hardware and software needed for the project (i.e. SAP, Database, etc.).
2. District will provide the following:
   a. Project manager/lead with decision making authority for all aspects of the project or responsible for appropriate escalation within the District organization for resolution.
   b. Subject matter experts that are dedicated to the project as required.
3. District will provide appropriate workspace and connectivity for the implementation team when on-site or remote.
4. Provider will provide consultants and subcontractor laptops.
5. SAP versions that will be installed at time of July 1, 2015 go-live will be ECC 6.0 Enhancement Pack 7 and SRM 7.0 Enhancement Pack 3.
6. A development environment will be built no less than ten (10) business days prior to the start of Realization Preparation.

F. 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.

APPENDIX B – ADDITIONAL PROJECT RELATED TERMS AND CONDITIONS

A. Confidentiality and Data Security.

(a) 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 as stated in section XXIV of the Contract.

(b) Protection of Information. In addition to “Confidential and Proprietary Information” as described in section XXIV of the Contract, 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.

(c) 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 in alignment with section XXIV of the Contract.

(d) **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.

(e) **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 Contract. It is further agreed that a violation of Section A 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.

**B. Ownership of Documents**

Provider will save all documentation created for the project in Innotas. As stated in section XXV of the Contract, 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, parents, students, 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.

**C. 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.

D. Compensation

In reference to Section V of the Contract and language surrounding Federal Grand Funding and the District’s Board Policy Obligations, it is understood that the services provided in Appendix A are not funded by Federal Grants.

E. Insurance Requirements

Unless otherwise agreed to by HISD, the Supplier shall carry insurance with responsible carriers acceptable to HISD rated A or better, by A.M. Best with minimum limits of liability coverage, as stated below, against claims for damages caused by bodily injury, including death, to employees and third parties, and claims for property damage. The Supplier shall furnish certificates of insurance (Acord Form) to HISD indicating compliance with this paragraph.

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<th>Type of Coverage</th>
<th>Minimum Limits</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Workers’ Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>and Employer’s Liability</td>
<td>$100,000 per accident</td>
</tr>
<tr>
<td>2. Automobile Liability:</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury &amp; Property Damage</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>For all owned, non-owned vehicles and</td>
<td></td>
</tr>
<tr>
<td>hired vehicles.</td>
<td></td>
</tr>
<tr>
<td>3. Commercial General Liability</td>
<td>$1,000,000 Combined Single Limit</td>
</tr>
<tr>
<td>4. Professional Liability (errors and omissions)</td>
<td>at the discretion of the Project Manager.</td>
</tr>
</tbody>
</table>

The Supplier shall submit evidence with the proposal and again at the time of any execution of the contract/agreement that it has in full force and effect all insurance requirements listed above. The Supplier shall maintain such insurance in full force.
and effect throughout the duration of the Agreement. In the event that it is not commercially feasible to maintain insurance during the period required by the Agreement, Supplier shall supply HISD with equivalent assurance to the required insurance, acceptable to HISD.

HISD shall be named as an additional insured on the automobile and commercial general liability policy. HISD shall be named as an alternate employer on the workers’ compensation policy. A waiver of subrogation shall be issued in favor of HISD in the workers’ compensation, automobile and commercial general liability policies. The Supplier shall provide HISD with original certificates of insurance, acceptable to HISD. Insofar as allowed by law, such certificates shall indicate an agreement by each carrier not to cancel or significantly diminish coverage without a minimum of thirty (30) days prior written notice to HISD. In the event there is a deductible on any policy, the Supplier may be asked to provide evidence to the satisfaction of HISD that it is able to satisfy the deductible.

Notice regarding insurance and cancellation or changes should be mailed to:

Project Manager as stated in Section 1.1.5 of this RFP
Houston Independent School District
Procurement Services
4400 West 18th Street
Houston, Texas 77092

HISD reserves the right to require additional insurance coverage to be carried by the Supplier as deemed desirable by HISD, depending on the type of project.

F. Termination for Funding Restriction.

In addition to Section IV and Section V of the Contract, 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.

G. Termination for Change of Control.

In addition to Section IV and Section V of the Contract, 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.

H. Payment on Termination.

In addition to the language in Section IV of the Contract, 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.

I. 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.

3.7 EVALUATION FACTORS:

The evaluation committee will conduct a comprehensive, fair and impartial evaluation of all proposals received in response to this RFP. Each proposal received will be analyzed to determine overall responsiveness and completeness as defined in the scope section and in the instructions on submitting a proposal. Failure to comply with the instructions or to submit a
complete proposal may deem a proposal non-responsive and may at the discretion of the Evaluation Committee be eliminated from further evaluation. Preference will be given to implementation partners with prior US K-12 implementation experience.

If the evaluation committee has reasonable grounds to believe that the proposer with the highest ranking score is unable to perform the required services to the satisfaction of HISD, HISD reserves the right to make an award to another proposer who in the opinion of the evaluation committee would offer HISD the best value. Some indicators (but not a complete list) of probable supplier/proposer performance concerns are: past supplier performance; the proposer’s financial resources and ability to perform; the proposer’s experience or demonstrated capability and responsibility; and the supplier’s ability to provide a reliable on-going business relationship and the maintenance of on-going agreements and support.

<table>
<thead>
<tr>
<th>Criteria #</th>
<th>Criteria Description</th>
<th>Weighted Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>the purchase price</td>
<td>20%</td>
</tr>
<tr>
<td>2</td>
<td>the reputation of the Proposer and of the Proposer’s goods or services</td>
<td>20%</td>
</tr>
<tr>
<td>3</td>
<td>the quality of the Proposer’s goods or services</td>
<td>20%</td>
</tr>
<tr>
<td>4</td>
<td>the extent to which the goods or services meet the District’s needs</td>
<td>20%</td>
</tr>
<tr>
<td>5</td>
<td>the Proposer’s past relationship with the District</td>
<td>0%</td>
</tr>
<tr>
<td>6</td>
<td>the impact on the ability of the District to comply with laws and rules relating to historically underutilized businesses</td>
<td>10%</td>
</tr>
<tr>
<td>7</td>
<td>the total long-term cost to the District to acquire the Proposer’s goods or services</td>
<td>5%</td>
</tr>
<tr>
<td>8</td>
<td>for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the vendor or the vendor’s ultimate parent company or majority owner: (A) has its principal place of business in this state; or (B) employs at least 500 persons in this state</td>
<td>2%</td>
</tr>
<tr>
<td>9</td>
<td>Agreement with HISD’s contract terms and conditions</td>
<td>3%</td>
</tr>
</tbody>
</table>
IV. PRICING SHEETS INCLUDING ELECTRONIC SUBMITTAL REQUIREMENTS.

This section left intentionally blank.
V. FORM A - COMPANY INFORMATION:

Notice
This form requires a manual signature after each subsection, a manual signature on the final page and a notary attestation at the conclusion of the form, and must be included with the proposal in tab 2 of the Proposal.

STATE OF __________________________

COUNTY OF __________________________

AFFIDAVIT OF OWNERSHIP, CONTROL AND CORPORATE INFORMATION

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED

[FULL NAME]

(HEREAFTER "AFFIANT"), ____________________________ [STATE TITLE/CAPACITY WITH PROPOSAL] OF (PROPOSAL’S CORPORATE/LEGAL NAME), WHO BEING BY ME DULY SWORN ON OATH STATED AS FOLLOWS:

1. AFFIANT IS AUTHORIZED TO GIVE THIS AFFIDAVIT AND HAS PERSONAL KNOWLEDGE OF THE FACTS AND MATTERS HEREIN STATED;

2. PROPOSER(S) SEEKS TO DO BUSINESS WITH THE DISTRICT IN CONNECTION WITH ____________________________ [DESCRIBE PROJECT OR MATTER] WHICH IS EXPECTED TO BE IN THE AMOUNT THAT EXCEEDS $10,000.

3. THE FOLLOWING INFORMATION IS SUBMITTED IN CONNECTION WITH THE PROPOSAL, SUBMISSION OR BID OF PROPOSER IN CONNECTION WITH THE ABOVE DESCRIBED PROJECT OR MATTER.
5.1 SUBSECTION I - COMPANY INFORMATION:

COMPANY NAME ________________________________________________________________

DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER ________________________________

HOME OFFICE ___________________________ LOCAL OFFICE __________________________

ADDRESS ________________________________________________________________

CITY ________________________________________________________________

STATE ___________________________ ZIP ___________

TELEPHONE _______ FAX ___________ TELEPHONE _______ FAX ___________

CONTACT PERSON’S NAME ______________________________________________________

CONTACT PERSON’S TELEPHONE NUMBER _______ FAX NUMBER ___________________

CONTACT PERSON’S E-MAIL ADDRESS ____________________________________________

1. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN CONTINUOUS OPERATION__________

2. NUMBER OF YEARS YOUR ORGANIZATION HAS BEEN IN BUSINESS UNDER ITS PRESENT BUSINESS NAME________

3. DOES YOUR COMPANY PAY TAXES TO THE HOUSTON INDEPENDENT SCHOOL DISTRICT?_________________________

4. ARE YOUR TAX PAYMENTS TO HISD CURRENT?________________________________________

5. DOES ANY OFFICER, PARTNER, OWNER, SALES REPRESENTATIVE AND/OR SPOUSE WORK FOR THE
6. TYPE OF BUSINESS ENTITY: □ PUBLICLY TRADED CORPORATION □ PRIVATE CORPORATION □ LIMITED PARTNERSHIP
□ PARTNERSHIP □ SOLE PROPRIETORSHIP □ NOT FOR PROFIT ENTITY

7. IF CORPORATION, ANSWER THE FOLLOWING QUESTIONS:

DATE OF INCORPORATION ____________________________________________

STATE OF INCORPORATION __________________________________________

CHARTER NUMBER ________________________________________________

PRESIDENT ______________________________________________________

VICE PRESIDENT _________________________________________________

CORPORATE SECRETARY __________________________________________

TREASURER ______________________________________________________

8. IF PARTNERSHIP OR CORPORATION, DATE OF ORGANIZATION CREATION ______________________________

9. IF SOLE PROPRIETOR, NUMBER OF YEARS IN BUSINESS ____________________________

10. NUMBER OF YEARS DOING BUSINESS WITH HISD ____________________________

11. DO YOU HAVE EXPERIENCE WITH OTHER SCHOOL DISTRICTS? _______YES _______NO

12. IF YES, PLEASE LIST NAMES OF SCHOOL DISTRICTS______________________________

__________________________________________________________________________

__________________________________________________________________________
13. IS YOUR COMPANY CAPABLE OF PROVIDING A DEDICATED WEBSITE WITH YOUR CATALOG WITH HISD’S PRICING? ________ YES; ________ NO. IF YES, CAN YOUR WEBSITE INTERFACE WITH SAP PUBLIC SECTION 7.0 / ECC 6.0 OPEN CATALOG INTERFACE (OCI) COMPLIANT? ________ YES ________ NO.

14. CAN YOUR COMPANY PROVIDE HISD WITH PERIODIC PREFORMATTED FLAT FILE UPDATES OF YOUR CATALOG? ________ YES; ________ NO.

15. NAME AND COMPLETE ADDRESS OF ALL PARTNERS LISTED ON A SEPARATE SHEET AND ATTACHED.

16. IF OTHER THAN CORPORATION OR PARTNERSHIP, DESCRIBE ORGANIZATION AND NAME OF PRINCIPALS:

____________________________________________________________________________
____________________________________________________________________________

17. MINORITY OWNERSHIP:

IS YOUR FIRM A MINORITY AND/OR WOMAN OWNED FIRM? □ YES □ NO

PERCENTAGE OF OWNERSHIP THAT IS MINORITY OR WOMAN OWNED ________________________

MARK ALL THAT ARE APPROPRIATE:

☐ ANGLO ☐ AFRICAN AMERICAN ☐ HISPANIC ☐ AMERICAN INDIAN ☐ ASIAN/PACIFIC ISLANDER

☐ MALE ☐ FEMALE

LOCATION: ☐ HOUSTON ☐ TEXAS ☐ OUT OF STATE ☐ OUT OF STATE WITH LOCAL OFFICE

MARK ALL ORGANIZATIONS THAT HAVE ISSUED YOUR MINORITY STATUS:

☐ THE HOUSTON BUSINESS COUNCIL ☐ SMALL BUSINESS ADMINISTRATION

☐ DEPARTMENT OF ENERGY ☐ DEPARTMENT OF DEFENSE

☐ DEPARTMENT OF TRANSPORTATION ☐ METRO TRANSIT AUTHORITY

☐ CITY OF HOUSTON

18. CHECK ONE OF THE FOLLOWING:

☐ PROPOSER WILL PROVIDE GOODS AND SERVICES WITH OWN WORK FORCE

☐ PROPOSER WILL PURCHASE GOODS DIRECTLY FROM THE MANUFACTURER OR OTHER SUPPLIER
19. NAME OF STATE WHERE YOUR HOME OFFICE/HEADQUARTERS IS LOCATED: ______________________________
   IF NOT TEXAS, DOES THE STATE HAVE PREFERENTIAL TREATMENT ON BIDS □ YES □ NO
   IF YES, WHAT PERCENTAGE: __________________% 

20. EQUAL OPPORTUNITY EMPLOYER INFORMATION

   THE HOUSTON INDEPENDENT SCHOOL DISTRICT CAN ONLY DO BUSINESS WITH EQUAL OPPORTUNITY EMPLOYERS.

   CURRENT TOTAL NUMBER OF EMPLOYEES________  NUMBER OF MALES________ NUMBER OF FEMALES________

   OF THE TOTAL NUMBER OF PERSONS CURRENTLY EMPLOYED, PROVIDE THE FOLLOWING INFORMATION:

   NUMBER OF ANGLO__________________________  NUMBER OF AFRICAN AMERICAN____________________

   NUMBER OF HISPANIC________________________  NUMBER OF OTHER MINORITIES__________________

   MEXICAN-AMERICAN / SPANISH SURNAMES

   DO YOU ADVERTISE AS AN "EQUAL OPPORTUNITY EMPLOYER"?  □ YES □ NO

   DO YOU HAVE A WRITTEN NON-DISCRIMINATORY POLICY OF EMPLOYMENT?  □ YES □ NO

   HAS THIS POLICY BEEN CIRCULATED THROUGHOUT YOUR ORGANIZATION?  □ YES □ NO

   NAME AND TITLE OF PERSON TO CONTACT REGARDING EQUAL OPPORTUNITY INFORMATION ISSUES:

   NAME_________________________________________________ TITLE_______________________________

21. LIST YOUR BANKING REFERENCE:

   BANK NAME________________________________________ OFFICER’S NAME________________________

   BANK ADDRESS____________________________________ CITY STATE ZIP________________________

   OFFICER’S TELEPHONE NUMBER_______________________ OFFICER’S FAX NUMBER____________________

I attest that I have answered the questions regarding company information truthfully and to the best of my knowledge.

________________________________________________
CORPORATE OFFICER’S SIGNATURE

_______________________________________________
PRINTED NAME

_______________________________________________
TITLE
5.2 SUBSECTION II - CERTIFICATION AND DISCLOSURE STATEMENT:

A person or business entity entering into a contract and/or agreement with HISD is required by Texas Law to disclose, in advance of the contract and/or agreement award, if the person or an owner or operator of the business entity has been convicted of a felony. The disclosure should include a general description of the conduct resulting in the conviction of a felony as provided in section 44.034 of the Texas Education Code. The requested information is being collected in accordance with applicable law. This requirement does not apply to a publicly held corporation.

If an individually owned Company:

Has the owner(s) ever been convicted of a felony? □ Yes □ No

If a Corporation, Partnership, Limited Partnership, etc:

Has any owner, or partner, of your business entity been convicted of a felony? □ Yes □ No

Has any manager or director of your entity been convicted of a felony? □ Yes □ No

Has any employee of your entity been convicted of a felony? □ Yes □ No

If Yes, give details:

________________________________________________________________________

________________________________________________________________________

If you answered yes to any of the above questions, please provide a general description of the conduct resulting in the conviction of the felony, including the Case Number, the applicable dates, the State and County where the conviction occurred, and the sentence. (Attached additional pages, if necessary.)

I attest that I have answered the questions concerning prior convictions truthfully and to the best of my knowledge.

________________________________________________________________________

CORPORATE OFFICER’S SIGNATURE

________________________________________________________________________

PRINTED NAME

________________________________________________________________________

TITLE
5.3 SUBSECTION III - FREE OF INDEBTEDNESS STATEMENT:

The Texas Education Code (Section 44.044) provides that school districts, by resolution of the Board of Trustees, may establish regulations requiring that persons or entities entering into a contract and/or agreement or transaction with the District not be indebted to the District. The Board of Education has approved a resolution establishing policy that requires that the awarded, or selected, suppliers be free of any indebtedness to the District. The following information must be completed by individual and/or business entities.

List all the tax account numbers for all property taxes due the Houston Independent School District:

______________________________________  __________________________________
______________________________________  __________________________________
______________________________________  __________________________________

Are all City, County, and Houston Independent School District property taxes, both real and personal, assessed against property owned by individual and/or business entity paid?

☐ Yes  ☐ No

If you answer “no” to this question, provide detail of the amounts due the District and your current plan to satisfy this indebtedness.

I attest that I have answered the questions regarding indebtedness to the Houston Independent School District truthfully and to the best of my knowledge.

_______________________________________________
CORPORATE OFFICER’S SIGNATURE

________________________________________________
PRINTED NAME

________________________________________________
TITLE
5.4 SUBSECTION IV - CERTIFICATION REGARDING DEBARMENT AND SUSPENSION:

The undersigned certifies on behalf of the company and its key employees that neither the company nor its key employees have been proposed for debarment, debarred or suspended by any Federal Agency.

The undersigned agrees to notify the District in the event that the company or any of its key employees are proposed for debarment, debarred or suspended by any Federal Agency or by any State of Texas agency. Notification shall take place within five (5) business days after the company or employee is notified of either debarment or suspension or possible debarment or suspension. Notification shall be sent to Mr. Christopher L. Gross, C.P.M; General Manager – Procurement Services; Houston Independent School District; 4400 West 18th Street; Houston, Texas 77092.

I attest that I have answered the questions regarding debarment and suspension truthfully and to the best of my knowledge.

______________________________________________
CORPORATE OFFICER’S SIGNATURE

________________________________________________
PRINTED NAME

________________________________________________
TITLE
5.5 SUBSECTION V - STATEMENT OF NON-COLLUSION:

The undersigned Proposer does hereby certify:

a) That all statements of fact in such proposal are true.

b) That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation.

c) That such proposal is genuine and not collusive or sham.

d) That Proposer(s) has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the District or of any other bidder or anyone else interested in the proposed procurement.

e) That Proposer(s) did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal.

f) That Proposer(s) did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else.

g) That Proposer(s) did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information on data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to the District, or to any person or persons who have a partnership or other financial interest with said Proposer in his business.

h) That Proposer(s) did not provide, directly or indirectly to any officer or employee of the District any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.
RFP # 15-01-09 SAP HCM / HR AND PAYROLL IMPLEMENTATION

i) That no officer or principal of the undersigned firm is related to any officer or employee of the District by blood or marriage within the third degree or is employed, either full or part time, by the District either currently or within the last two (2) years.

j) That no officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal anti-trust law in connection with the bidding, award of, or performance of any public work contract and/or agreement with any public entity.

I attest that I have answered the questions regarding non-collusion truthfully and to the best of my knowledge.

__________________________________________
CORPORATE OFFICER’S SIGNATURE

__________________________________________
PRINTED NAME

__________________________________________
TITLE
5.6 SUBSECTION VI - SUBSECTION VI ANTITRUST CERTIFICATION STATEMENT:

(Texas Government Code §2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this agreement/contract/proposal on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus & Comm. Code Chapter 15;

3. In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

4. Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name _________________________________

Company Address _______________________________

City, State, Zip Code ______________________________

Phone ______________________________

Facsimile ______________________________

Proposer Signature _______________________________

Proposer Printed Name _______________________________

Position with Company _______________________________

(If different from above)

Official Authorizing Proposal

Corporate Officer’s Signature _______________________________

Printed Name _______________________________

Position with Company _______________________________
5.7 SUBSECTION VII - CONFLICT OF INTEREST QUESTIONNAIRE FORM:

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Legislature, Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. Name of person who has a business relationship with local governmental entity.

<table>
<thead>
<tr>
<th>Name of person who has a business relationship with local governmental entity</th>
</tr>
</thead>
</table>

2. Check this box if you are filing an update to a previously filed questionnaire.

☐  (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. Name of local government officer with whom filer has employment or business relationship.

<table>
<thead>
<tr>
<th>Name of Officer</th>
</tr>
</thead>
</table>

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4. Signature of person doing business with the governmental entity

<table>
<thead>
<tr>
<th>Signature of person doing business with the governmental entity</th>
</tr>
</thead>
</table>

Date

Adopted 06/29/2007
Affiant certifies that he or she is duly authorized to submit the above information on behalf of the Proposer, that Affiant is associated with the Proposal in the capacity noted above and has personal knowledge of the accuracy of the information provided herein, and that the information provided herein is true and correct to the best of Affiant's knowledge and belief.

__________________________  Affiant

SWORN TO AND SUBSCRIBED before me this _____ day of ____________, 20__.

(seal)

__________________________  Notary Public
VII. FORM C - ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

(NON-CONSTRUCTION CONTRACTS)

The Houston Independent School District ("the District") is required to obtain certain certifications from organizations receiving District payments paid from federal funds budgets.

Pursuant to Circular A-110, all contracts, including small purchases, awarded by the District and the District’s subcontractors shall contain the procurement provisions of Appendix A to Circular A-110, as applicable. Accordingly, the parties agree that the following terms and conditions apply to the agreement, dated [date] (the “Agreement”), between the District and [name of vendor] (“Vendor”) in all situations where the vendor has been paid from federal funds.


2. Rights to Inventions Made Under a Contract or Agreement – To the extent that the Agreement requires the performance of experimental, developmental or research work, Vendor agrees that the District shall have rights in any resulting invention in accordance with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the District from which received financial assistance to carry out the work contemplated by the Agreement.

3. Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), as amended – In the event that the fees payable to Vendor under the Agreement exceed $100,000, Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251 et seq.). Violations shall be reported to the Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).


5. Debarment and Suspension (E.O.s 12549 and 12689) – Vendor certifies that it and its principal employees are not listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended or otherwise excluded by agencies, and contractors declared ineligible.
under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

6. Access to Records – Vendor agrees that the Inspector General of the District or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor that are directly pertinent to Vendor’s discharge of its obligations under the Agreement for the purpose of making audits, examinations, excerpts and transcriptions.

7. Applicability to Subcontractors – Vendor agrees that all contracts it awards pursuant to the Agreement shall be bound by the foregoing terms and conditions.

Company Name

 Corporate Officer’s Signature

Printed Name

Street Address

City, State and Zip Code
VIII. FORM D - PRICING AND SERVICE AFFIRMATION

Proposal of:  ___________________________________

(Proposer Company Name)

To:  Houston Independent School District

RFP Number:  _________________________________

RFP Name:  __________________________________

Proposer will provide the product/services to the Houston Independent School District ("HISD") and possibly other governmental agencies (through Interlocal-agreements). Additionally, the focus is on identifying all costs associated with the product/services. HISD is looking to quantify all fees and work towards solutions that minimize costs, while maintaining or improving current service levels. Please see Price Schedule (Form F) to this RFP.

Ladies and Gentlemen:

Having carefully examined all the specifications and requirements of this RFP and any attachments thereto, the undersigned proposes to furnish the products/services required pursuant to the above-referenced RFP upon the terms quoted below.

__.1 Price and Products/Services Quotation

The prices quoted shall be HISD's pricing for the product or service. There shall be no separate or additional charges, fees, handling or other incidental costs associated in the acquisition of the product/services not disclosed herein. Proposer understands that HISD makes no guarantee as to the volume, amount or type of product/services that may be purchased under any Agreement.

Proposer certifies and agrees that all prices and any promotion or rebates quoted in the proposal have been reviewed and are the final proposed price and product/service offering for this initial RFP response.

__.2 Price Assurance

Proposer agrees that, if Proposer is awarded a contract, equal and identical pricing may be extended to another governmental agency (see section 2.15.2 and 2.29 of this RFP).
__3__ HISD Payment Terms

HISD’s standard payment terms for services are “net 30 days” from receipt of the invoice. Indicate below the prompt payment discount that Proposer will provide to HISD:

__4__ General Terms and Conditions

Proposer agrees to the General Terms and Conditions and all other Terms and Conditions of this RFP unless exceptions are identified in the Exception Form (Form E).

Prompt Payment Discount ____% ______days / net 30 days.

Respectfully submitted:

Company Name: ______________________________

By: _______________________________
(Corporate Officer’s Signature)

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________
IX. FORM E - EXCEPTION FORM

All deviations and exceptions to this RFP must be expressly stated in this Exception Form (additional pages to this form may be added if necessary). In the absence of any entry on this Exception Form, the Proposer(s) assures HISD of their full agreement and compliance with all specifications, terms and conditions, requirements and obligations of the RFP. **THIS EXCEPTION FORM MUST BE SIGNED BY EACH PROPOSER(S) WHETHER THERE ARE EXCEPTIONS LISTED OR NOT, AND SUBMITTED WITH THE PROPOSAL.**

<table>
<thead>
<tr>
<th>SECTION #, PARAGRAPH # (OR SUBSECTION #) AND PAGE</th>
<th>EXCEPTION</th>
</tr>
</thead>
</table>

Company Name

________________________________________

Corporate Officer's Signature

________________________________________

Printed Name

________________________________________

Date

________________________________________
X. FORM F - (PRICE SCHEDULE)

Proposer is asked to submit pricing as identified in Section IV. A hard copy of Form F must be submitted under Tab 7 in the proposal.

The Price Schedule Template included in RFP download.

- Do not modify the format of the Price Schedule Provided.
- The schedule has been pre-populated with SAP sub-module/skill-set that you may determine are required to complete this project. Please cross out any sub-module/skill-set which you deem unnecessary and add any additional sub-module/skill-set which you deem necessary.
- Complete the price schedule to include all resources which are included in this fixed bid contract. Include the rate of each resource, the hours scheduled for each resource by phase, and the cost of each resource by phase.
- All costs are to be all inclusive with travel and incidental expenses.
- The total cost of all resources included in the price schedule must match the fixed bid you are presenting for the HISD HR Implementation Project.
- This price schedule is based on using on-site resources. (See below for alternative pricing with use of off-site resources)

If in your judgment the project will be more successful with additional scope or functionality that is not included in this RFP, please provide a separate pricing sheet for these resources. DO NOT INCLUDE OUT OF SCOPE RESOURCES IN THE PRIMARY PRICE SCHEDULE. This additional pricing sheet should include:
- Resources required
- Reason resource is recommended
- Description of role
- Name of person you would place in this role
- Hourly rate for this resource
- Hours and cost by project phase for this resource
- Total project cost for this resource

If in your judgment the project can reasonably be staffed with off-site resourcing please provide an alternate Price Schedule.
- The alternate price schedule must be in same format as defined above for Form F Pricing Schedule.
- Mark the alternate schedule very clearly with “ALTERNATE PRICE WITH OFF_SITE RESOURCING”.
- On the alternate schedule include a separate row for each resources on-site and off-site work.
- HISD requires a primary schedule with all work completed on-site. Providing an alternate schedule for off-site work is based on your recommendations.
XI. ATTACHMENT I – LIST OF CUSTOMIZATIONS, INTERFACES, CUSTOM REPORTS, CUSTOM PAGES

XII. ATTACHMENT II – CURRENT HISD PEOPLESOFT BUSINESS PROCESS DOCUMENTATION

XIII. ATTACHMENT III – HISD FIT/GAP DOCUMENT