DATE: February 20, 2019

TO: All Offerors

FROM: Angela R. Young
Executive Director of Contracting


Fulton County Schools (FCS) invites you to submit a proposal for furnishing any and all goods and/or services required for Enterprise Resource Planning (ERP) Solution.

A Pre-Proposal Conference will be held on Wednesday, March 6, 2019 at 10:00 a.m. at The Administrative Center, 6201 Powers Ferry Road NW, Atlanta, Georgia 30339.

Sealed Proposals will be received subject to the attached terms specified in “Proposal Conditions” at the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road NW, Atlanta, Georgia 30339. Proposals will be received up to 2:30 p.m. local time (as per the Contracting Department time clock) on Tuesday, April 9, 2019. Proposals must be time stamped by FCS in the manner described herein in order to be timely.

Questions regarding the proposal process should be directed in writing to the Executive Director of Contracting via facsimile at (470) 254-1248 or via email to wecare@fultonschools.org. Only questions received prior to 4:00 p.m. on Wednesday, March 13, 2019 will be considered.

Proposals are subject to rejection if the signature page is not completed and returned with the proposal on or before time of proposal opening.

NOTE: Fulton County Schools will be closed from April 1, 2019 to April 5, 2019 for Spring Break. Proposals will not be accepted during this time.


VISIT OUR WEBSITE AT www.fcspurchasingdept.org
SOLICITATION NO. 153-19

REQUEST FOR PROPOSAL

FOR

ENTERPRISE RESOURCE PLANNING (ERP) SOLUTION

FULTON COUNTY SCHOOLS
CONTRACTING DEPARTMENT
ADMINISTRATIVE CENTER
6201 POWERS FERRY ROAD
ATLANTA, GEORGIA 30339
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FOR

REQUEST FOR PROPOSAL NO. 153-19

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1. PROPOSAL CONDITIONS

1.1 SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

1. INTRODUCTION

a. To be entitled to consideration, sealed proposals shall be presented in accordance with the instructions of this solicitation and within the time constraints stated.

b. Offeror(s) shall submit eleven (11) sealed proposals (one (1) original, ten (10) copies) and one (1) flash drive to the office of the FCS Contracting Department, The Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339. Delivery of proposals shall be submitted via hand delivery or mail (i.e. commercial carrier or U.S. Postal Service) only.

c. Proposals received after the date and time specified by the time clock in the FCS Contracting Department will not be considered. It is the Offeror’s responsibility to ensure that its proposals are submitted in a timely manner.

d. FCS reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of FCS on such matters shall be final.

e. The terms Bidder, Vendor, Contractor and/or Offeror are synonymous in this document and refer to the person, entity or firm that submits the proposal in response to this RFP.

2. REQUEST FOR PROPOSAL PROCESS:

This solicitation is a Request for Proposal (RFP). In using this method for solicitation we are asking the marketplace for its best effort in seeking a “best value” solution to our requirement. The proposal(s) submitted by the Offeror will be evaluated by an evaluation committee. Offeror(s) should make their best effort to satisfy the requirements at their best price because a contract may be awarded based on the initial evaluation. Often however, it will be necessary to hold discussions and/or demonstrations with the Offeror(s) about their proposal(s). This will be done after the initial evaluation. The results of the evaluation will be reviewed and a “competitive range” will be selected for discussions. Essentially, if an Offeror’s proposal is not evaluated as having a chance for contract award because of the content of the proposal and/or the price, the proposal will be dropped from the competitive range to save time and money for both the Contractor and FCS.

Offerors in the “competitive range” will be notified of the weaknesses in their proposals and given an opportunity, in discussions, to assure they understand the weaknesses. At the end of discussions with all Offerors, best and final offers (BAFO) will be accepted from the Offeror(s) in the competitive range.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

The BAFOs will be evaluated and the results reported to a source selection official who will select the proposal that presents the best value to FCS. This selection will then be presented to the Fulton County Board of Education for approval. If approved by the Board and other matters (insurance, bonds, etc.) have been provided in accordance with this solicitation, a contract will be awarded.

3. GOVERNMENTAL ENTITY

a. The governmental entity, the owner, for whom the work will be executed is:

Fulton County School District, Georgia (hereinafter “FCS”).

4. PREPARATION OF PROPOSALS

a. All proposals shall be printed in ink or typewritten. Errors may be crossed out and corrections printed in ink or typewritten adjacent to the error. The person signing the proposal shall initial corrections in ink.

b. Specifications used are intended to be open and non-restrictive. Potential Offeror(s) are invited to inform the FCS Contracting Department in writing whenever specifications or procedures appear not to be fair and open. Such information should be supplied as early in the procurement process as possible. Information received in less than five (5) days prior to the scheduled receipt of proposals will not be acted upon unless the FCS Contracting Department rules that it is in the best interest of FCS to consider.

c. By submitting a proposal the Contractor warrants that any goods supplied to FCS meet or exceed specifications set forth in this solicitation.

d. The FCS Contracting Department will be the sole judge in making the determination as to the quality and the appropriateness of the services proposed as well as the responsiveness and responsibility of the Contractor.

e. If any supplies, materials, and equipment are provided to FCS under this solicitation, then such items shall be new and in first-class condition unless the solicitation specifically allows offers of used, reconditioned, or remanufactured items. If newly manufactured products are specified, such products shall be of recent origin and not previously used. No equipment of any type is acceptable if serial numbers or any other manufacturer’s identification labels or marks have been removed, obliterated, or changed in any way. A Contractor delivering any such equipment to FCS will be deemed to have breached the contract, and appropriate action will be taken by the FCS Contracting Department.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

f. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the Contractor cannot meet the required delivery date, a proposal should not be submitted. Contractors may provide alternative schedules and/or delivery dates in their proposals. Time shall be stated in “calendar” days. Failure to deliver in accordance with the contract awarded could result in the Contractor being declared in default.

g. An authorized officer of the company shall sign proposals.

h. The Contractor covenants with FCS to furnish its professional skill and judgment with due care in accordance with the care and skill normally exercised with experienced and competent, licensed employees performing the same or similar services at the same time and place and in accordance with any specific requirements of the solicitation (the “Standard of Care”). The Contractor acknowledges and agrees that the standard of care is a material term of this solicitation.

5. FAILURE TO RESPOND TO THE SOLICITATION

If a proposal is not submitted, the solicitation is to be returned marked “no proposal”. Failure to provide a proposal or “no proposal” may result in the company being removed from the FCS mailing list.

6. TAXES

FCS is exempt from all state sales tax and Federal Excise Tax. These taxes shall not be included in proposals. However, in the event taxes are required by state or federal law for the services or products outlined in this proposal, such taxes shall be the sole responsibility of the Contractor unless otherwise stated in writing and agreed to by FCS.

7. CHARGES AND EXTRAS

Proposals shall define all pricing and all pricing must remain firm for each year that the contract is in effect. When stating equipment pricing at minimum the stated price shall be F.O.B. destination to include all charges for delivery, unloading, placing in our buildings as directed by the authorities in the buildings, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds and any other cost. Any additional work, such as installation shall be clearly stated in the proposal.

8. ADDENDA

Offeror(s) are notified that they must thoroughly examine proposal documents which include, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Offeror’s Checklist, together with Addenda thereto issued prior to the receipt of proposal.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

Any addenda issued in writing during the time of solicitation shall be included in the proposal, and each will be incorporated in the subsequent contract. If any person or firm contemplates submitting a proposal and is in doubt as to the meaning of any part of the solicitation documents, they may submit a written request via facsimile at (470) 254-1248 to the Contracting Department for interpretation.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the FCS Contracting Department’s Website www.fcspurchasingdept.org for all who have obtained a set of submittal documents from the Contracting Department to use in the preparation of submittals. FCS will not be responsible for any other interpretations or explanations.

No oral interpretations will be made to Offeror(s) as to meaning of proposal documents. Requests for such interpretations shall be made in writing to the Executive Director of Contracting. Failure on the part of the Contractor to do so shall not relieve them of the obligation to execute such work in accordance with a later interpretation by FCS. All interpretations made to the Offeror(s) shall be made to the form of addenda to the proposal documents and sent to all Offeror(s). Offeror(s) are strongly urged to make arrangements to visit and inspect the site(s) prior to proposing if the configuration, structure, condition, etc. of the site will influence the proposal for contract performance.

9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to FCS, unless Offeror makes a request in writing to the Owner prior to the time set for receiving proposals, or unless the Owner fails to accept or reject the proposal within one hundred and twenty (120) days after the date fixed for receiving said proposals. After the proposal opening, FCS Contracting Department, at its sole discretion, will permit withdrawal only when the best interest of FCS would be served. If withdrawal is allowed, FCS reserves the right to determine that the Contractor is chronically not responsible.

10. ADDITIONAL TERMS NOT BINDING

FCS shall not be bound by any terms and conditions included in any Offeror’s proposed contract(s), including but not limited to, terms and conditions related to any provided service or good, limitations of the Offeror's liability or any other third party's liability, limitation of warranties, packaging, invoices, service catalog, brochure, technical data sheet, electronic disclosures, electronic agreements, or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, FCS’ purchase order related to this solicitation or contract.

FCS encourages the submission of value added recommendations by Offeror, but discourages the submission of terms which negate or conflict with the terms and conditions of this solicitation (See Section 11 below). If Offeror has additional terms and conditions, including but not limited to supplemental contracts or purchase orders, that Offeror is
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

proposing, then Offeror must provide a list of the documents and a copy of each document in the listed order, with the Offeror's initial RFP response. Additional documents proposed by Offeror may not incorporate other documents by reference - all documents Offeror proposes FCS consider must be listed and attached to Offeror's Proposal. No additional terms, conditions or documents will be considered after the proposal due date unless specifically requested by FCS.

11. EXCEPTIONS AND PROPOSED CONTRACT MODIFICATIONS

The terms and conditions contained in this solicitation comprise the contract terms and conditions proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose up to 50 points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may also result in an Offeror’s proposal being deemed to be nonresponsive.

Nonetheless, if an Offeror must take exception to the contract terms, the exceptions to the scope of work and/or technical requirements must be clearly identified along with the reason for the exception, and submitted with Offeror's proposal on Appendix V attached. Similarly, if Offeror must propose modifications to the solicitation's contractual terms, then Offeror must use Appendix VI to specifically identify the contract provision Offeror seeks to modify, the reason for the proposed modification and Offeror must provide the specific contract language Offeror proposes to substitute in place of the provision. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using Appendix VI. These Forms shall be placed in the proposal immediately after the executive summary.

Proposed exceptions and proposed modifications must not conflict with or attempt to preempt the mandatory requirements set forth in the Special Stipulations Section of this solicitation.

No exceptions or proposed modifications will be considered after the proposal due date unless such modification is specifically requested by FCS. Offerors are cautioned to limit exceptions and proposed contract as they may be determined to be so material as to cause rejection of the Proposal as non-responsive. All exceptions and proposed modifications shall be evaluated in accordance with the appropriate evaluation criteria established by FCS, and may result in the Offeror receiving a less favorable evaluation than without the stated exceptions and proposed contract modifications. Exceptions and modifications which grant the Offeror an impermissible competitive advantage as determined by FCS in its sole discretion will be rejected.

If there is any question whether a particular exception or modification would be permissible the Offeror is strongly encouraged to inquire via written question to FCS prior to the deadline for submitting questions.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

No exception or proposed contract modification shall be binding on FCS unless specifically accepted by FCS in writing and acknowledged by FCS as a change to the terms of the solicitation.

12. COMPLIANCE WITH LAWS

All goods and/or services furnished shall comply with all applicable Federal, State and Local laws, codes, rules, ordinances and regulations, including but not limited to all FCS policies, procedures, operating guidelines and/or regulations including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information including but not limited to those pertaining in any way to the privacy, confidentiality, security, management, and disclosure of FCS data, including student data, personnel information. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. All Offerors shall include a notarized affidavit stating with specificity any “trade secret” as that term is defined in O.C.G.A. § 10-1-761 to protect such confidential information from being automatically released under The Open Records Act (O.C.G.A. § 50-18-70 et. seq.), specifically O.C.G.A. § 50-18-72(a)(34). Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. This section is not subject to the “Exceptions and Proposed Contract Modifications” as outlined in Section I, Paragraph 11, above.

13. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal opening date. Other protests shall be filed not later than three (3) working days after proposal opening date, or if the protest is based on subsequent action of FCS, not later than three (3) working days after the aggrieved person knows or should have knowledge, of the facts given rise to the protest. Protests are considered filed when received by the Executive Director of Contracting. Protests which are not filed in a timely manner, as set forth above will not be considered. Contractor agrees to pay for FCS’s reasonable attorney’s fee and expenses of litigation for any protest arising out of this solicitation in which FCS is a prevailing party. Only Contractors who participated in the solicitation are eligible to protest.
SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

14. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations are incorporated into this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation an Offeror, potential Offeror, or Contractor agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures, Operating Guidelines and Regulations on any issue or action related to this solicitation or subsequent contract resulting from this solicitation. Please go to www.fcspurchasingdept.org to review the FCS Purchasing Policy and Procedures – DJE.
SECTION II – CONTRACT AWARD

1.2 SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The contract award letter or establishing purchase order prepared and mailed by FCS, or otherwise furnished, to the selected Offeror within the time for acceptance specified, results in a binding contract without further action by either party. The contract award letter and any of its terms and conditions are a part of this contract. The contract shall consist of this solicitation and any addenda thereto, the Offeror’s proposal (as amended by a best and final offer if called for) and the contract award letter or establishing purchase order and supersede all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the award letter which are not included in or otherwise expressly incorporated into this contract. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Executive Director of Contracting all terms and conditions of FCS contract documents shall be in effect and shall govern if in conflict with any term or condition otherwise presented.

2. CONTRACT AWARD

A contract will be awarded to the responsible Offeror whose proposal is determined to be the most advantageous and is of best value to FCS. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for weighted evaluation factors). It is within FCS’ sole discretion to determine whether the Contractor is responsible or responsive under the terms and conditions of this solicitation. Further, it is within FCS’ sole discretion to determine Contractor responsibility or responsiveness after a contract is entered into. Finally, it is within FCS’ sole discretion to terminate this agreement, to not renew a Contractor or to not make an award to a Contractor who is determined to be not responsible or not responsive. None of the foregoing limits any other discretion that FCS has in relation to its solicitation process.

3. CONFLICTS IN TERMS AND CONDITIONS

In a conflict between terms and conditions in any document that will be part of the contract, FCS terms and conditions shall govern.

4. INSURANCE

When the responsive and responsible Offeror has been identified, he or she will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within five (5) days of the date of written notification to the Offeror. Providing proof of and maintaining the insurance coverage indicated below will be reviewed as part of the Offeror’s qualifications, including but not limited to whether the Offeror is responsive or responsible.
SECTION II – CONTRACT AWARD

Offeror shall maintain at its sole cost and expense such insurance as will fully protect it and FCS and FCS’s Board, officials, directors, officers, employees, agents and volunteers from all incidents, accidents and claims for any injury, damage or liability which may arise from services and work and for the Offeror’s professional liability (errors and omissions) under this submittal and Contract, whether such services and work are performed by the Offeror, by any subcontractor or any tier directly employed or retained by either.

A. The following general requirements apply to any and all work under this Contract by all Offeror and subcontractors of any tier.

1) Any and all insurance required by this Contract shall be maintained during the entire length of this Contract, including any extensions thereto, until all work has been completed to the satisfaction of FCS, and for three (3) years thereafter. Any and all insurance must be on an occurrence basis. Professional Liability and Cyber Liability may be on a claims-made basis.

No Offeror or subcontractor shall commence any work of any kind under this contract until they have complied with all insurance requirements.

2) FCS shall be covered as an Additional Insured under any and all insurance required by the Contract documents excluding Workers’ Compensation & Employer’s Liability Insurance, Professional Liability and Cyber Liability. Workers’ Compensation & Employer’s Liability Insurance policy shall contain a waiver of subrogation in favor of FCS. Confirmation of this requirement shall appear on all Certificates of Insurance and endorsements and on any and all applicable policies. In addition to the Certificate of Insurance, the Offeror shall provide the Additional Insured Endorsement. The Offeror acknowledges that Additional Insured status and waiver of subrogation for FCS is a material term of the solicitation and the Offeror agrees to provide any endorsements to any insurance policies reflecting FCS status as an Additional Insured within thirty (30) days of the request. Failure to provide any requested insurance documentation in accordance with this solicitation will result in the Offeror being determined to be not responsive. Certificates of Insurance indicating that such coverage is in force shall be filed under this Contract by the Offeror to FCS Contracting Department. Further, if the Offeror fails to procure any of the requested insurance required under this solicitation, or make the Fulton County School District an Additional Insured under the applicable policies, then the Offeror will be determined to be not responsive.

3) FCS shall be given not less than forty-five (45) days’ prior written notice of the cancellation or material change of any insurance required by the Contract documents.

4) Each and every insurance agent shall warrant, when executing the Certificate of Insurance, that they are acting as an authorized representative on behalf of the companies providing coverage to the Contract as required by the contract document and that he/she is licensed by the State of Georgia to conduct business in the State
of Georgia and that the companies providing insurance coverage to the Offeror are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

5) Any and all companies providing insurance required by the Contract documents shall meet or exceed the minimum financial security requirements as set forth below.

For all Contracts, regardless of risk, companies providing insurance required by the Contract Documents shall have a current:

a. Best’s Rating of not less than A
b. Best’s Financial Size Category of not less than Class X.

6) In the event the Offeror neglects, refuses, or fails to provide the insurance required by the Contract documents, or if such insurance is cancelled for any reason, FCS shall have the right, but not the duty, to procure the same, and the cost thereof shall be deducted from monies then due or thereafter to become due to the Offeror or FCS shall have the right to terminate or non-renew the Contract.

7) The following are the minimum insurance coverages and limits that the Offeror shall maintain. If the Offeror maintains broader coverage or higher limits than the minimums shown below, FCS requires and shall be entitled to all coverage and for higher limits maintained by the Offeror. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to FCS.

B. Workers’ Compensation and Employer’s Liability Insurance

The Offeror shall procure and maintain Workers’ Compensation and Employer’s Liability Insurance in the following limits. Such insurance is to cover each and every employee who is or may be engaged in work under this Contract. In addition to the below, Workers’ Compensation Insurance must be in compliance with the applicable Workers’ Compensation Act(s) of the state(s) wherein the work is to be performed or where jurisdiction could apply in amounts required by statutes.

Offeror acknowledges that Fulton County Schools does not provide nor is legally liable for Offeror workers’ injuries including death and is not required to provide Workers’ Compensation to any Contractor, subcontractor or any tier. Offeror also acknowledges that he/she is responsible for its employees and to the Georgia Workers’ Compensation Act.

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<tr>
<td>Bodily Injury by Accident</td>
<td>$1,000,000 each accident</td>
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<tr>
<td>Bodily Injury by Disease</td>
<td>$1,000,000 each employee</td>
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<td>Bodily Injury by Disease</td>
<td>$1,000,000 policy limit</td>
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PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

C. Commercial General Liability Insurance

The Offeror shall procure and maintain Commercial General Liability Insurance in an amount not less than $1,000,000 each occurrence and $2,000,000 policy aggregate, including contractual liability insurance, product and completed operations, personal injury, bodily injury, physical abuse, sexual misconduct and sexual molestation, property damage and advertising injury, and any other type of liability for which this Contract applies. Policy coverage must be on an “occurrence” form.

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under this contract.

D. Automobile Liability Insurance

The Offeror shall procure and maintain Automobile Liability Insurance with limits of liability of not less than $1,000,000 per accident, for bodily injury and property damage, if vehicles are to be used in the delivery of or in the completion of services and work. Insurance shall include all owned, non-owned and hired vehicle liability.

If the Offeror does not own any vehicles in the corporate name, non-owned vehicles coverage shall apply and must be endorsed on either the Offeror’s personal automobile policy or the Commercial General Liability coverage required under this Contract.

E. Umbrella Liability Insurance

The Offeror shall procure and maintain Umbrella Insurance with limits of liability excess of Employer’s Liability Insurance, Commercial General Liability Insurance and Automobile Liability Insurance with limits not less than $3,000,000.

F. Professional Liability (Errors and Omissions)

The Offeror shall procure and maintain during the life of the Contract, Professional Liability Insurance (all certified / licensed professionals) appropriate to Offeror’s profession with limits of liability not less than $3,000,000 per occurrence or claim / $3,000,000 policy aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this Contract. The policy shall be amended to include independent contractors providing professional services on behalf of or at the direction of the Consultant. The definition of Contractual Liability shall be amended to state that liability under a contract of professional services is covered. The Consultant shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

G. Cyber Insurance

Offeror shall procure and maintain Cyber Liability Insurance appropriate to the Offeror’s profession, with limits not less than $3,000,000 per occurrence or claim/ $3,000,000 policy
aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Offeror in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

H. Property Insurance

Offeror assumes sole responsibility for loss or damage to its property and hereby releases FCS and FCS’s boards, officials, directors, officers, employees, agents, and volunteers from loss or damage to Offeror, its agent, representatives, employees, or by any subcontractor for property including tools, equipment, goods, machinery, materials and supplies.

I. Primary and Non-Contributory Coverage

For any and all claim(s), the Offeror’s insurance shall be primary, excess, contingent or on any other basis. Any insurance or self-insurance maintained by FCS shall be non-contributory.

J. Health Insurance

The Offeror agrees that any obligation to provide health insurance to the individuals utilized by the Contractor shall be the sole and exclusive responsibility of the Offeror.

K. Other Insurance Provisions

The aforementioned insurance policies shall contain or be endorsed to contain, the following provisions:

1. A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least forty-five (45) day prior written notice to FCS.

2. Commercial General Liability, Automobile Liability, Umbrella Liability insurance policies shall include an endorsement making FCS and FCS’s boards, officials, directors, officers, employees, agents, and volunteers Additional Insureds under such policies.

3. Workers’ Compensation and Employer’s Liability and Property insurance policies shall contain a waiver of subrogation in favor of FCS, its appointed and elected officials, departments, agencies, boards, commissions, its officers, agents, employees and volunteers.

4. Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Offeror to FCS, Attn: Contracting Dept., 6201 Powers Ferry
SECTION II – CONTRACT AWARD

Road, Atlanta, GA 30339. Certificate must include RFP, RFQ, or Contract number and Project name.

L. Claims-Made Policies

If Offerors’ Professional (Errors and Omissions) Liability Insurance and/or Cyber Liability Insurance is written on a claims-made coverage form:

1. The retroactive date must be shown on the Certificate of Insurance, and this date must be before the execution date of Contract or the beginning of Contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of Contract work.

3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the Contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of three (3) years after completion of contract work.

4. A copy of the claims reporting requirements must be submitted to FCS for review, if/when requested.

M. Certificates of Insurance and Verification of Insurance Coverage

Offeror shall furnish FCS with original Certificates of Insurance, Additional Insured, Waiver of Subrogation, and Amendatory Endorsements. All certificates and endorsements are to be received and approved by FCS Contracting Dept before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Offeror’s obligation to provide them. FCS reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

N. Subcontractors

Offeror shall require and verify that all subcontractors maintain insurance and coverage requirements meeting all the requirements stated herein.

O. Non-Limitation on the Offeror’s Liability

The obligations for the Offeror to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Offeror, whether or not same is covered by insurance.

P. Special Risk or Circumstances

FCS reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.
1.3 SECTION III – POST AWARD

1. ASSIGNMENT

By the submission of this proposal, the Offeror agrees not to assign the contract or purchase order to others unless specifically authorized in advance in writing by the FCS Contracting Department.

2. COST OF INSPECTION OR TESTING

Cost of inspection or testing of products or materials delivered under an awarded contract which do not meet specifications shall be paid by the Contractor.

3. PAYMENT

The Contractor shall invoice FCS on a monthly basis or if payment is to be made by line item, when a single line item has been satisfactorily delivered complete payment will be made within thirty (30) days from either the date of delivery or the receipt of satisfactory invoice in triplicate, whichever occurs last. All invoices shall show contract number, work performed and period of work performance.

4. TERMINATION FOR DEFAULT:

a. In the event any property or service to be furnished by the Contractor under a contract or purchase order should for any reason not conform to the specifications contained herein or to the sample submitted by the Contractor with his proposal, FCS may reject the property or service and may terminate the contract for default.

Prior to a termination for default, a Contractor will be given the opportunity to respond to a “cure notice” and/or a “show cause notice”. In either case the Contractor will be expected to either correct the offending situation or provide an acceptable plan and time frame for correction within five (5) days of receipt or refusal of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the Executive Director of Contracting, the Contractor shall immediately remove the property without expense to FCS and replace all rejected property with such property or services conforming to the specifications or samples.

b. If the contract is terminated for default, FCS may procure such property or services from other sources and shall have the absolute right to deduct from any monies due the Contractor or that may thereafter become due to the Contractor, the difference between the contract price and the actual cost of the property or service to be replaced or substituted in addition to the reasonable cost of FCS staff time spent securing substitute(s) at $18/hour. Price paid by FCS in such event shall be the prevailing market price at the time the substitute purchase is made.
SECTION III – POST AWARD

c. Failure by a Contractor to perform on delivery of goods or services as specified may also result in the removal of the Contractor from doing business with FCS for a period of up to one (1) year and FCS reserves the right to determine that the Contractor is chronically not responsible.

5. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate for convenience, at any time for any reason with no penalty, any contract awarded through this solicitation by providing the Contractor with thirty (30) days written notice.

6. PERMITS, TAXES, LICENSES, BONDS, ORDINANCES, AND AGREEMENTS

The Contractor shall, at his own expense, obtain all necessary licenses, permits and bonds; give all notices, pay all license fees and taxes, and comply with all applicable local, State and Federal Laws, ordinances, rules and regulations. The Contractor shall maintain the licenses, permits and bonds required in a current status after award and throughout the course of the contract.

The Contractor shall agree that in the performance of the contract, they shall comply with all local agreements which they have made with any association union or other entity with respect to wages, salaries and working conditions, so as not to cause inconvenience, picketing or work stoppage.

7. NON-APPROPRIATION

Notwithstanding any other provision of this agreement, the parties hereto agree that the charges hereunder are payable to the Contractor by FCS solely from appropriations received by FCS. In the event such appropriations are determined in the sole discretion of the Chief Financial Officer of FCS no longer exist or to be insufficient with respect to the charges payable hereunder, this agreement shall terminate without further obligation of FCS (hereinafter referred to as “Event”) in accordance and as set forth in O.C.G.A. § 20-2-506(b)(2). In such Event, the Chief Financial Officer of FCS shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

In the event of FCS certification, FCS agrees not to replace, before the end of the fiscal year in which the Event occurs or before the expiration of this agreement, whichever occurs first, the equipment and/or services covered hereunder with equipment and/or services obtained from another Contractor at the same or higher annual cost to FCS.

8. OFFEROR’S APPLICATION FORM

If the Contractor does not have an application on file with FCS please go to www.fcspurchasingdept.org to register.

9. PROGRESS REPORTS

When requested by FCS, the Contractor shall furnish such reports as required.
10. **INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, health insurance, benefits or other costs associated with the provision or workers by Contractor employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of Contractor’s employees.

All workers utilized by Contractor to perform work for FCS ("assigned workers") are intended by the parties to be the common law employees of Contractor and not of FCS. As such, Contractor is responsible for: (a) providing workers’ compensation and general liability insurance coverage with respect to the assigned workers, (b) providing assigned workers with compensation and benefits and contributing to Federal Social Security, state unemployment, and other required funds through payroll; (c) complying with all obligations under the Affordable Care Act ("ACA"); and (d) verifying that all assigned workers are legally eligible to work in the United States under Federal immigration laws. Contractor retains sole and exclusive liability for all contributions, taxes, payments, obligations and tax filings required to be made for the assigned workers under all applicable federal or state income tax laws, unemployment and workers’ compensation acts, social security acts, the ACA and other such legislation; and Contractor shall fully indemnify FCS for any failure by Contractor to comply with such laws.

FCS is not responsible or liable for the hiring, termination, or discipline of Contractor’s employees. If there are allegations of misconduct involving one or more of Contractor’s employees connected to any work under this Agreement, FCS reserves the right to require the Contractor to remove promptly any of Contractor’s employees from FCS’ premises pending the resolution of the employee misconduct. Contractor agrees to promptly comply with any such request from FCS and to cooperate in any investigation with FCS. The failure to cooperate with FCS may result in the termination of the agreement or non-renewal of any agreement with the Contractor, which will be determined by FCS’ sole discretion.

11. **FORCE MAJEURE**

Neither FCS nor Contractor shall be responsible for any delay or failure of any other obligations hereunder due to any occurrences commonly known as force majeure, including but not limited to, acts of God, war, acts of terror, labor disputes, strikes, lockouts, civil commotion, or acts of government or government agency or officers.
1.4 SECTION IV – OTHER

1. NON-DISCRIMINATION

The Contractor, by the submission of a proposal or the acceptance of an order or contract, does agree in providing the goods and services covered under the proposal or contract not to discriminate in any way against any person or persons or refuse employment of any person or persons on account of race, color, religion, age, disability, national origin, sex, or any other legally protected status.

2. FCS NON-DISCRIMINATION

FCS does not discriminate on the basis of race, color, religion, sex, national origin, age, disability, or any legally protected status in any of its employment practices, education programs, services or activities.

3. MINORITY AND FEMALE BUSINESS ENTERPRISES

It is the intent of FCS to assure that Minority Business Enterprises (MBE) and Female Business Enterprises (FBE) have an equal opportunity to participate in FCS Contracting requirements.

4. DRUG-FREE WORKPLACE

By submission of a proposal, the Offeror certifies that he/she will not engage in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or drug during the performance of the contract and that a drug-free workplace will be provided for the Contractor’s employees during the performance of the contract. The Offeror also certifies that he will secure from any subcontractor who works on the contract, written certification of the same drug free workplace requirements. False certification or violation by failing to carry out requirements of O.C.G.A. § 50-24-3 may cause suspension, termination of contract, or debarment of such Offeror.

5. CERTIFICATION OF NON-COLLUSION

By submitting a proposal the Offeror certifies: “that this proposal is made without prior understanding, agreement, or connection with any corporation firm, or person submitting a proposal for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. That collusive pricing is understood to be a violation of State and Federal law and can result in fines, prison sentences, and civil damage awards.”

6. AUTHORIZED OFFICIAL

It is agreed that all conditions of the proposal shall be abided and that the person signing this proposal is authorized to sign the proposal for the Offeror.
SECTION IV – OTHER

7. SOLICITATION TERMINATION

In any event in which this solicitation is terminated or cancelled, in whole or in part, or all proposals are rejected, there shall be no liability on the part of FCS for any costs incurred by Offerors or potential Offerors in relation to the solicitation.

8. RIGHTS AND REMEDIES

The rights and remedies of FCS provided above shall not be exclusive and are in addition to any other rights and remedies provided by Federal law, Georgia law or under the contract.

9. SPECIAL STIPULATIONS- MANDATORY

The following special stipulations are binding upon Offeror and FCS, and may not be modified or amended. These special stipulations are not subject to the “Exceptions and Proposed Contract Modifications” outlined in Section I, Paragraph 11, and these special stipulations shall supersede and govern in the event of any conflicting term or provision. Failure to accept these special stipulations may result in your proposal being declared non-responsive.

(a) GOVERNING LAW. This solicitation and any contract arising out of the solicitation shall be interpreted under governed by and construed in accordance with the laws of the State of Georgia applicable to contracts made and performed in such state. Jurisdiction and venue of any action relating to the interpretation and enforcement of this Agreement shall be proper only in the Superior or State Courts of Fulton County, or in the U.S. District Court, Northern District, Atlanta Division. Offeror consents to the exclusive jurisdiction of the state and/or federal courts of the State of Georgia, in Fulton County and to the personal jurisdiction of such courts, and waives any objections Offeror may now or hereafter have based on venue or forum non conveniens.

(b) PROHIBITIVE AGREEMENTS. To the extent required by applicable law, any provision contained in any Offeror document that violates the prohibition against a pledge of credit by FCS, or requires FCS to expend funds for purposes other than educational purposes, or constitutes a waiver of FCS' sovereign immunity, or constitutes an illegal gratuity, or requires FCS' indemnification of Offeror is null and void.

(c) CONFIDENTIALITY, PRIVACY AND SECURITY. The Offeror's employees, agents and subcontractors may have access to or become aware of FCS’ confidential information including without limitation FCS’s strategic plans, employee data, student data and other such information of FCS (collectively referred to as the “Confidential Information”). Offeror shall presume that all information received pursuant to the contract or in the course of fulfilling Offeror's responsibilities under the contract is Confidential Information unless otherwise expressly designated by FCS. Offeror must maintain the highest levels of security in order to preserve and protect the confidentiality of FCS’s data and to protect and prevent unauthorized disclosure and use of student and personnel information.
SECTION IV – OTHER

It is imperative to protect students’ privacy in order to comply with FERPA, to avoid discrimination, identity theft or other malicious and damaging criminal acts. Offeror must and shall adhere all applicable industry standards concerning privacy, data protection, confidentiality and information security as well as all FCS policies, procedures, and operating guidelines regarding privacy, confidentiality, and security. Offeror represents and warrants that it will adhere to applicable privacy standards as required with respect to education records and personally identifiable information as required by FERPA and its implementing regulations, as well as the requirements under the Protection of Pupil Rights Amendment (PPRA) and its implementing regulations. Offeror will also comply with the Children’s Online Privacy Protection Act (COPPA) and its implementing regulations. To the extent Contractor or a subcontractor comes into contact with any student data or information, Contractor or subcontractor will not disclose such information without eligible student/parent/guardian and FCS written permission.

In its own discretion, FCS may designate Contractor as a “school official” within the meaning of FERPA, if FCS determines that the services contemplated herein are functions that would normally be provided by FCS and if FCS determines that Contractor has a legitimate educational interest in student educational records and information. Contractor will be under the direct control of FCS with respect to the use and maintenance of personally identifiable information and education records, as those terms are defined by FERPA. Student information and educational records as defined pursuant to O.C.G.A. Title 20 and FERPA, as well as any other confidential information of FCS that Offeror or Offeror's subcontractors may come in contact with, will be, and will be deemed to have been, received in confidence and will be used only for purposes of the services contemplated in this proposal. Offeror is required to and shall immediately notify FCS when it becomes aware of any security or data breach, or a suspected security or data breach. All Confidential Information as well as other documents, data and information provided to the Offeror by FCS is and will remain the property of FCS to the extent that it was the property of FCS at the time it was provided to the Offeror. All Confidential Information and all other FCS data and information shall be returned to FCS by the Offeror, without charge, within five (5) business days of the completion of the services under this proposal unless, and to the extent as required by law, regulation or professional standards. If requested by FCS, an officer of the Offeror will certify in writing that, to the best of his/her knowledge, information and belief, all Confidential Information and all copies thereof have been delivered to FCS or destroyed.

To the extent Contractor is an “operator” as defined by the Georgia Student Data Act (“SDA”), Contractor shall comply with the provisions of O.C.G.A. § 20-2-666. Specifically, Contractor shall not: (1) use student data to engage in behaviorally targeted advertising based on any student data and state-assigned student identifiers or other persistent unique identifiers that Contractor has acquired because of a student’s use of Contractor’s website, service, or application; (2) use information created or gathered by Contractor’s website, service, or application to amass a profile about a student except in furtherance of K-12 school purposes; (3) sell a student’s data except as authorized by
SECTION IV – OTHER

O.C.G.A. § 20-2-666; or, (4) disclose student personally identifiable data without explicit written or electronic consent from the student over the age of 13 or a student’s parent or guardian, given in response to clear and conspicuous notice of the activity, unless disclosure is made for a purpose authorized under O.C.G.A. § 20-2-666. Contractor shall (1) implement and maintain reasonable security procedures and practices appropriate to the nature of the student data to protect that information from unauthorized access, destruction, use, modification, or disclosure and (2) delete a student’s data within 45 days if FCS requests deletion of data under the control of FCS. Contractor understands that FCS must comply with the SDA and Contractor shall assist FCS in complying with the SDA. Within 10 days of a request by FCS, Contractor shall: (1) provide FCS student data maintained by Contractor in electronic format unless Contractor demonstrates and FCS agrees, in FCS’ sole discretion, that the requested data maintained by Contractor cannot reasonably made available to FCS; and (2) correct inaccuracies contained in the student data and confirm the correction to FCS.

(d) OPEN RECORDS ACT. Offeror acknowledges and agrees that FCS is obligated to timely comply with requests for information pursuant to state and federal law and regulation. Offeror agrees to comply with all provisions of the Georgia Open Records Act ("ORA") (O.C.G.A. § 50-18-70 et. seq.), and to make records pertaining to performance of services, provision of goods or other functions under this contract available for public inspection upon request, unless otherwise exempt under other provisions of the ORA. Offeror shall provide FCS with immediate notice should Offeror receive an Open Records Request. If Offeror asserts that any information in its response or in any information provided to the FCS with respect to the services or products under this contract are a protectable trade secret, as that term is defined in O.C.G.A. § 10-1-761, then the Offeror must follow the requirements of the ORA set forth at O.C.G.A. § 50-18-72(a)(34) and submit an affidavit declaring and specifically describing their trade secrets, including those of their subcontractor.

(e) HOLD HARMLESS AGREEMENT. The Offeror shall Hold Harmless and indemnify FCS, its past, future and current Board of Education, and its past, future, and current employees, agents, volunteers or assignees (“FCS Indemnitees”) from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with (a) claims, demands, or lawsuits that, with respect to any products or services provided by Offeror or Offeror's subcontractor, allege product liability, strict product liability, or any variation thereof; (b) any alleged infringement of any copyright, trademark, patent, trade dress, or other intellectual property right with respect to any products, services, or intellectual property or any parts thereof provided by Contractor or any subcontractor; (c) the failure of the Offeror or Offeror's subcontractor to comply with Privacy Laws; (d) the loss, misappropriation or other unauthorized disclosure of data by Offeror or Offeror's subcontractor; (e) any security breach involving data in Offeror’s or Offeror's subcontractor's possession, custody or control, or for which Offeror or Offeror's subcontractor accesses or is otherwise responsible; (f) loss of life, bodily or personal injury or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of, or occurring in connection with the performance of this
SECTION IV – OTHER

contract which is the result of the Offeror’s action(s) or inaction(s), or which are the result of any subcontractor’s action(s) or inaction(s) who is hired or retained by the Offeror; (g) any other claim, demand, or lawsuit arising out of or in any way related to goods or services under this proposal (collectively the "Obligations") and (h) any claim demand or lawsuit alleging breach of fiduciary duty or breach of contract arising out of the services provided under this contract. The Offeror’s Obligations shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion of omission from any policy of insurance. In the event the Obligations directly arise from the gross negligence or willful misconduct of a FCS Indemnities, then Offeror's Obligations shall be reduced by the proportional fault of the FCS Indemnities.
2. ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The contract type contemplated for this solicitation is a Requirements Contract.

2. CONTRACT PERIOD

The performance period for this contract is one (1) year subject to paragraph 3, Options below. Contract performance shall begin on the date stated in the contract award letter.

3. OPTIONS

In addition to the base period of one (1) year, there are four (4) one-year options to be exercised at the sole discretion of FCS, with the same terms, conditions and pricing (except as otherwise provided in the contract) of the base year.

4. CATEGORY OF AWARD

Award will be made on an “All or None” basis. However, FCS reserves the right to award to multiple Contractors if it is deemed to be in the best interest of FCS.

5. REQUIREMENTS CONTRACT CLAUSE

This is a requirements contract for an Enterprise Resource Planning (ERP) Solution. There are no guarantees as to quantity of services FCS will require over the contract period stated, and therefore, no liability for non-purchase. More or less of the estimated quantity may be required.

6. DELIVERY REQUIREMENTS

Delivery of services may be authorized by Purchase Orders issued by FCS.

7. RECEIPT OF ADDENDUM

Addenda issued to solicitations will be available at the FCS Contracting Department or on the department web site located at www.fcspurchasingdept.org. FCS’ Contracting Department shall not bear responsibility for receipt of addenda by mail. If Contractors do not acknowledge receipt of all addenda the bid or proposal may be determined to be non-responsive by the FCS Contracting Department Executive Director.

8. OWNER’S REPRESENTATIVE

Supervision of and monitoring performance of the contract will be performed by FCS’ Representative, David Helton, Executive Director, Payroll & Benefits or his designee(s).
9. SUBMITTALS

Offerors are responsible for submitting offers so as to reach the FCS Contracting Department office by the time and date specified in the solicitation regardless of the method of delivery (i.e. commercial carrier or U.S. Postal Service). If using a commercial delivery service, the Offeror is responsible for informing the commercial delivery service of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. Telephone or fax proposals will not be accepted. FCS shall not be responsible for the premature opening of a proposal not properly addressed and identified, and/or delivered to the incorrect destination.

10. WARRANTY

All warranties shall run from the date of acceptance and shall remain in place for a period of one (1) year from the acceptance date. FCS’ representative or designee is responsible for inspection and acceptance of the goods. All non-conforming or defective products shall either be replaced at no cost to FCS within thirty (30) days of request by FCS or FCS shall be provided with a refund for the purchase price of the defective good. Any replacement item must be of the same or comparable make and model.

FCS is not waiving, amending or abridging any stated or implied contractual or warranty rights provided to FCS under state or federal law. Offeror warrants and agrees as follows:

(i) Any goods, applications or software purchased or provided under this contract will be defect free in design, materials and workmanship, be of the quality, size and dimensions ordered, be of first quality material and workmanship, merchantable, fit for the purposes specified by FCS in this solicitation and shall conform to all the requirements of the solicitation. The packaging, packing, marking, and shipping of such goods will conform with the requirements of this RFP and as set forth in Offeror’s response. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

(ii) Any services purchased under this contract will be performed by the Offeror according to its best efforts for the term of the agreement. This express warranty shall not be waived by reason of acceptance of the services or payment thereof by FCS.

(iii) Offeror is fully aware of FCS’ business requirements and intended uses of the applications, software, processes, services and products and warrants that such shall be fit for such intended uses.

(iv) Offeror represents and warrants that all the concepts, materials, applications, products and services produced, or provided to FCS shall be wholly original with the Offeror or that the Offeror has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials, products, applications and services. Offeror represents and warrants that the concepts,
ADDITIONAL CONDITIONS

materials, applications, products and services and FCS’s use of same shall not infringe upon any other work, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials, products and services will not infringe upon the copyright, trademark, trade name, trade dress, patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. This express warranty shall not be waived by reason of acceptance of the goods or payment thereof by FCS.

11. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

Contractor’s full compliance with all applicable federal and state security and immigration laws, including without limitation O.C.G.A. § 13-10-90, et seq. as amended and Georgia Department of Labor Rule 300-10-1, et seq. is a condition for the contract proposal and any contract award. Contractor is required to affirm compliance by completing and returning all three (3) Georgia Security and Immigration Compliance documents (Appendix IV) with Contractor’s proposal.

Failure to provide the Georgia Security and Immigration Compliance forms in (Appendix IV) with your proposal shall result in your proposal being declared non-responsive. If a Contractor claims one or more of the documents is inapplicable then the Contractor shall mark the form “Not Applicable” and submit it with their proposal. FCS reserves the right to request additional information from the Contractor to substantiate information provided to FCS. The failure to respond to such a request may result in the Contractor being determined to be non-responsive.

Pursuant to O.C.G.A. § 13-10-91 no Contractor or subcontractor may propose a contract or enter into a contract with a public employer for the physical performance of services unless the Contractor or subcontractor is registered with and participates in the federal work authorization program to verify information of all newly hired employees, and provides certain required affidavits. Any Contractor, subcontractor, or sub-subcontractor of such Contractor or subcontractor, shall also be required to satisfy the requirements set forth herein.

12. COMMUNICATION WITH FCS STAFF

From the issue date of this solicitation until completion of the entire solicitation process and announcement of award notification, all Contractor communication must be authorized by and directed to the Contracting Department including, but not limited to, communications with members of the Board of Education, school system employees and/or contracted agents related to this solicitation. Violation of this provision may result in rejection of your company’s response.
13. CONFLICT OF INTEREST

As part of the negotiation process, the Offeror is required to disclose the name of any officer, director, employee, agent or consultant who is also an employee of FCS and the name of any FCS employee who owns, directly or indirectly, a stock interest in the Offeror's firm or any of its branches. The Offeror is required to disclose any other real or apparent conflict of interest with any FCS employees.

14. INSPECTION

The Offeror awarded the contract shall be subject to continuous inspection by FCS to insure compliance with all specifications and regulations of the Fulton County Board of Education.

If any inspection reveals that Offeror is not in compliance with any specification or regulation of the Fulton County Board of Education or this agreement, then Offeror must correct such deficiency as soon as practicable, but in no instance longer than thirty (30) days after receiving notice of the deficiency from FCS.
3. REQUEST FOR PROPOSAL (RFP) INTRODUCTION

3.1 PURPOSE

Fulton County Schools (FCS) is soliciting proposals from highly qualified vendors to provide an Enterprise Resource Planning (ERP) solution to serve as the core platform of an administrative suite of tools and processes. FCS seeks to evaluate a solution that may be either on-premise or cloud-based. Therefore, proposals should include details for both scenarios, if applicable to vendor offerings. The final determination of the implementation of a cloud or on-premise offering will be based upon several criteria including cost. The solution must be able to support the Business Capabilities highlighted in the Scope section below and detailed in the Atlas Business Requirements Document (BRD). Refer to Appendix II - Business Requirements on the BRD names that will be attached to this document. Additionally, the solution must be flexible enough to handle reasonable future expansions of modules, workflows and processes.

3.2 BACKGROUND

In 2007, the district implemented SAP as the core application in the administrative platform. The current ERP system is twelve (12) years old and no longer meets the district’s needs for efficiency of operation. The current environment requires business users to perform processes that require many manual steps of complex tasks and redundant data entry into disparate systems, increasing the risk of human error.

Technical Platform Limitations:

The current ERP system, which is SAP ERP (refer to Table A-2 in Appendix III for SAP versions), as it currently stands, does not meet all the Business Capability needs for FCS and as a result, there are several third-party applications - that will be referred to as Non-SAP applications - that have been implemented to meet requirements. The third-party applications are not fully integrated with SAP and work in silos resulting in inconsistent information, data integrity challenges including master data issues, lack of visibility, redundant data entry etc.

FCS began discovery to determine the effort required to upgrade to a platform that would help each department be effective in the mission of FCS to serve the students and employees of the district. Gaps were discovered and it was determined that to close these gaps created by the district’s growing needs, the following needs to occur:

a. Procure a modern ERP solution with enhanced functionality.
b. Review and streamline business processes.
c. Ensure alignment of the organizational structure to gain maximum effectiveness for the district.
d. Improve integration between the ERP and supporting systems.
e. Automate key tasks that are currently manual through system workflows.
Rather than approaching these items individually, FCS has developed a strategy for business transformation. This initiative was branded “Atlas” with the goal of transforming how the district does business. The technology that enables Enterprise Business Transformation at FCS is the focus of this solicitation and seeks to address two areas:

1) Implement an Enterprise level ERP system to serve as the core of an administrative platform.

2) Integrate the ERP with supporting systems by integrating data flows to/from the system.

FCS is seeking both a software solution and implementation in this solicitation. However, FCS reserves the right to select an implementation partner in a separate solicitation if it is deemed in the best interest of the district. The selected vendor will provide the core technology solution(s) that will power Atlas.

3.3 SCOPE OF WORK

The district is seeking an integrated ERP solution for its Business Transformation efforts. The solution should address FCS Business Capabilities that are classified at various levels and described below.

3.3.1 Business Capabilities

FCS has the following Business Divisions:

- Finance
- Talent/Human Resources (HR)
- Operations

Explanation of Capability Levels:

FCS has the following Business Capability levels described in Table 3.1 below.

<table>
<thead>
<tr>
<th>Level</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core</td>
<td>Core Capabilities are key to FCS Business Management; these must be available as Standard/Configurable/Customizable features in the ERP Solution</td>
</tr>
<tr>
<td>Differentiator</td>
<td>Differentiators are unique and important to FCS and K12 environments; they provide added value in the ERP Solution</td>
</tr>
<tr>
<td>Extended</td>
<td>Extended Capabilities are extensions that support Core Business Capabilities or other key Business Capabilities and may be fulfilled through the ERP Solution or other existing applications</td>
</tr>
<tr>
<td>Integration</td>
<td>Integration Capabilities are required to ensure necessary data flows in and out of third party solutions from the new ERP Solution</td>
</tr>
</tbody>
</table>

Table 3.1 – FCS Business Capability Levels
All Business Capabilities are grouped under the Divisions and are listed in Table 3.2 below, under the different Capability Levels. Please note exceptions below.

<table>
<thead>
<tr>
<th>Division</th>
<th>Capability Level</th>
<th>Business Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td>Core</td>
<td>Accounts Receivable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Accounts Payable</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Benefits Administration</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Capital Budgets</td>
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<td></td>
<td></td>
<td>Grant Budgets</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Contracting (Procurement)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Financial Reporting</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Payroll Administration</td>
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<td></td>
<td></td>
<td>P-Card Administration</td>
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<td></td>
<td></td>
<td>Travel Management</td>
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<td></td>
<td></td>
<td>Treasury</td>
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<tr>
<td></td>
<td></td>
<td>Workers Compensation</td>
</tr>
<tr>
<td></td>
<td>Differentiator</td>
<td>School &amp; Department Budgets</td>
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<tr>
<td></td>
<td></td>
<td>Grants Management</td>
</tr>
<tr>
<td></td>
<td></td>
<td>School-Based Accounting Unit (SBAU)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Budget Book</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Other Risk Management Claims</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Retirement Services</td>
</tr>
<tr>
<td></td>
<td>Extended</td>
<td>Compensation</td>
</tr>
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<td></td>
<td></td>
<td>Leave Administration</td>
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<td></td>
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<td>Off Boarding</td>
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<td></td>
<td></td>
<td>Onboarding</td>
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<tr>
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<td></td>
<td>Organizational Management/Position Control</td>
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<td></td>
<td></td>
<td>Personnel Records</td>
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<tr>
<td></td>
<td></td>
<td>Self-Services</td>
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<tr>
<td></td>
<td></td>
<td>Talent Staffing</td>
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<tr>
<td></td>
<td></td>
<td>Certification</td>
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<td></td>
<td>Performance Management</td>
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<td></td>
<td>Recruiting</td>
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<td></td>
<td></td>
<td>Substitute Services</td>
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<td></td>
<td></td>
<td>Professional Learning</td>
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<td></td>
<td></td>
<td>Teacher Selection</td>
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<tr>
<td></td>
<td></td>
<td>Time Management</td>
</tr>
<tr>
<td>Talent/Human Resources (HR)</td>
<td>Core</td>
<td>Regional Management</td>
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<tr>
<td></td>
<td></td>
<td>State Management</td>
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<td></td>
<td></td>
<td>International Management</td>
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<td></td>
<td></td>
<td>Federal Management</td>
</tr>
<tr>
<td></td>
<td>Differentiator</td>
<td>Certification</td>
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<tr>
<td></td>
<td></td>
<td>Performance Management</td>
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<td>Substitute Services</td>
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<td>Professional Learning</td>
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<td>Teacher Selection</td>
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<td>Time Management</td>
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<td>Extended</td>
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<td>Time Management</td>
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</tbody>
</table>
**REQUEST FOR PROPOSAL - INTRODUCTION**

<table>
<thead>
<tr>
<th>Division</th>
<th>Capability Level</th>
<th>Business Capability</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations</td>
<td>Core</td>
<td>Facilities</td>
</tr>
<tr>
<td></td>
<td>Extended</td>
<td>Transportation</td>
</tr>
<tr>
<td></td>
<td>Integration</td>
<td>Capital Projects</td>
</tr>
<tr>
<td>Operation/Finance</td>
<td>Core</td>
<td>Print Services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Asset Management</td>
</tr>
</tbody>
</table>

*Table 3.2 – FCS Business Capabilities grouped under different Capability Levels*

**Business Capabilities - Exceptions:**

Payroll Administration and Benefits Management which normally fall under Talent/HR, are currently grouped under Finance in FCS. FCS is aware that ERP systems provide these capabilities under Human Resources (HR) / Human Capital Management (HCM). This is acceptable and mentioned here only to provide clarity in our communication.

Asset Management is currently grouped under Operations and Finance as they have shared ownership in FCS.

**3.3.2 Technical Capabilities**

**3.3.2.1 Technical Requirements and Questionnaire:**

The Technical Requirements and Questionnaire spreadsheet attached to this document has 2 tabs:

- IT (Information Technology) - Requirements
- Vendor Questionnaire

**IT - Requirements:**

FCS has the following Information Technology (IT) Divisions, and the Technical Requirements are grouped under these Divisions:

- Enterprise Applications
- Infrastructure (including On-Premise and Cloud) and Data
- Security
- Data Warehouse
- Project Management Office
Vendor Questionnaire:

In addition to the IT-Requirements, there is a Vendor Questionnaire with questions relevant to the above divisions. Offerors should provide clear and detailed responses to these questions.

3.3.2.2 Technical Categories

In addition to the Technical Requirements and Questionnaire, the Offeror should address and provide detailed responses to the following technical categories. These categories are explained in detail in the Request for Proposal section under 4.7.2.3 – Technical Capabilities.

- Application Management
- Application Integration
- Data Management
- Data Conversion
- Infrastructure – On-Premise and Hybrid Cloud
- Security
- Data Warehousing
- Testing Strategy
- Training Strategy
- Implementation Strategy
- Production Deployment Plan
- System Enhancement Strategy
- Service Level Agreements

FCS IT Team enables the Business Capabilities and supports the Business Divisions with Applications, Data, Infrastructure, Security and Data Warehouse Management.

Figure 3.1 is a high-level landscape of Business and IT in FCS. The current ERP solution is On-Premise with Inbound and Outbound interfaces. The Inbound and Outbound applications may be a combination of On-Premise, Cloud or Hybrid solutions and they may be internal or external to FCS.
3.4 PROJECT MANAGEMENT

3.4.1 Provision

The Offeror shall describe and provide supporting documentation of the firm’s methodology and technical capability with regards to project management. The offeror shall provide a qualified Project Manager to coordinate project planning, scheduling, risk management, implementation, quality assurance, and training activities, for example, with FCS. The Offeror’s Project Manager (PM) shall serve as the primary point of contact with the Offeror’s implementation team.

3.4.2 Reporting

The PM will report to the Atlas Program Manager for day to day execution of the project. The two shall work in tandem to establish an overall strategy, assignment/completion of team tasks,
and management of issues and ensure adherence to standards established with the district’s Project Management Office (PMO). The Atlas initiative is governed by the Executive Steering Committee (ESC) which is comprised of senior leaders of FCS. The Atlas Program Management Team reports to the chair of the ESC for daily direction and program implementation. There is a semi-monthly reporting cadence between the Program Management team and the ESC. The PM will report through this structure in addition to a weekly meeting with the overall Program Management team.

3.4.3  Project Plan and Tools

The PM shall construct and provide FCS with an acceptable project plan that includes the comprehensive tasks and dependencies of the implementation. The project plan shall be kept in an FCS licensed Microsoft Project software (license provided by FCS) and will be stored within the FCS environment for continuous access, updating and reporting.

3.4.4  Issue Management

The PM shall manage issues/risks with a management plan acceptable to FCS. The plan must ensure appropriate risk mitigation and issue escalation procedures. Issues will be housed in an appropriate software selected and licensed by FCS.

3.5  MINIMUM REQUIREMENTS

FCS is requesting that all Offerors interested in submitting a proposal meet the following minimum qualifications:

- At least three (3) implementations of each type offered: three on premise or three cloud based.
- At least two (2) implementations in a school district / education sector.
- At least two (2) implementations with a user base of 5000 or more.
- At least one (1) implementation in the state of Georgia to ensure compliance of state laws.
- Integrate with external systems through open standards or Application Programming Interface (APIs).
- Provide implementation resources with at least two successful implementations of similar scope and scale. FCS will review the proposed resources for acceptability.
- Operate in the technical environment described in Appendix III.
- Provide a test and training environment that mimics the new production environment for all modules.
- Provide an acceptable test strategy for validation of successful system implementation.
4. REQUEST FOR PROPOSAL

4.1 OFFEROR’S RESPONSIBILITY

The Offeror is responsible for the following:

- Providing the ERP solution, and meeting all requirements and guidelines set forth in the Request for Proposal. If the Offeror has an Implementation Partner, they should also meet the requirements and guidelines set forth in this document.
- Provide a single point of contact (POC) to troubleshoot all potential issues with the proposed system.
- Provide a complete proposal (within the Offeror’s solution offerings) to the solicitation. Incomplete proposals will not be considered.
- Provide value to FCS by including information that will help in planning and implementing the solution for a sustainable transformation that is optimized for cost.
- Recommend and guide FCS towards the best solution suitable for FCS, from the wide range of choices that are available.
- Complying with all Georgia, K-12 and any other statutory laws and regulations.
- Provide transparency during the entire evaluation process.
- Comply with security and privacy of information.

4.2 ORAL INTERVIEWS / KEY BUSINESS DEMONSTRATIONS / SITE VISTS

FCS may require qualified Offerors, considered to be in the competitive range, to participate in a detailed oral interview/demonstration to fully discuss their proposal and qualifications for this project and to answer questions posed by FCS. A final selection may be based upon the evaluation of both the written and oral responses of each Offeror.

The Offeror should be able provide demonstrations at the FCS facility as well as the Offeror’s client locations to demonstrate a working solution, which should be similar to the one FCS is seeking. The logistics should be coordinated with FCS Project Team.

The Offerors should be able to demonstrate the complete feature set of their solution. In addition, the Offerors should consider the following points to prepare for the demonstration.

Offerors should be able to demonstrate:

- Complete end-to-end scenarios of the Business Capabilities for different Use Cases, from various perspectives.
- FCS provided Demo Scripts of Use Cases that cover end-to-end business scenarios. For example - the Offeror should demonstrate the complete lifecycle of an employee from...
application to retirement that will involve System Subject Matter Experts (SMEs), Technical SMEs and any other resources that will be involved in the process.

- Specific capabilities within their solution based on FCS provided Demo Scripts.
- The complete feature set in their solution that meets FCS Business and Technical Requirements and any additional capabilities that will add tangible value to FCS, even if they are not listed in the requirements.
- A day in the life of different users in each division based on their role.
- Technical features that support the business capabilities with robustness, flexibility, ease of navigation inherent in any industry-leading ERP solutions.
- Advanced technical and functional features that have changed from legacy ERP systems. Refer to the Background section in the RFP Introduction for information related to our legacy systems.
- Demonstrate the data encryption end-to-end, while in transit and at rest.

4.3 SUBMISSION OF PROPOSAL

Proposals shall be submitted in four (4) sections: (1) Cost, (2) Business and Technical Capability, (3) Business Stability and (4) Exceptions and Modifications (if applicable).

Please submit the following:

- Eleven (11) sealed proposals (one (1) original, ten (10) copies) in loose-leaf, three-ring binders
- One (1) flash drive

This solicitation does not prohibit the concept of service the Offeror may choose to propose; however, the concept shall be placed within the framework of the four (4) sections.

4.4 BASIS OF AWARD

Proposals will be evaluated using a combination of factors based on the sections mentioned in the “Submission of Proposal”. The evaluation factors are (1) Cost, (2) Business and Technical Capability, (3) Business Stability, (4) Exceptions and Modifications and (5) Intangibles.

4.5 PREPARING THE PROPOSAL

Begin each section and subsection on a separate page. Number the pages in each section consecutively. If any confidential and/or proprietary information is included, then each page containing such information must be stamped “proprietary”. It is not acceptable to label the entire proposal as confidential and proprietary.

4.6 EXECUTIVE SUMMARY

An executive summary of a maximum of two (2) pages stating the Offeror’s overview of the solution shall precede the specific required sections.
4.7 THE PROPOSAL

4.7.1 SECTION I – COST

The Offeror should clearly specify what services will be provided, and the associated costs with each service. If the offeror does not provide a specific service, that should be mentioned clearly.

The Offeror should provide their Cost Models for On-Premise and Cloud environments, and clearly break down the initial and operational costs.

If the offeror provides both On-premise and Cloud solutions, the Total Cost of Ownership (TCO) and the Return on Investment (ROI) should be shown in both scenarios. As the Cloud pricing is dynamic, the Offeror should clearly mention any fluctuating costs, or any other factors that will impact pricing in the future and should clearly indicate these in Service Level Agreements (SLAs).

The Offeror should complete the Cost tables in the attached spreadsheet. The table names are provided in Appendix I – Cost.

The Offeror should provide complete and transparent details on total cost with a detailed cost breakdown as described below. Any additional costs that are not listed in the tables in InitialCosts and OperationalCosts tab, should be included in “Notes” tab and refer to the table number the cost should be included in.

FCS Project Team will include the additional costs in the respective tables and use them for evaluation.

The Initial and Operational Costs spreadsheet has three (3) tabs:

1. InitialCosts
2. OperationalCosts
3. Notes

4.7.1.1 Initial Costs

The InitialCosts tab has ten (10) tables. One (1) Consolidated Table and nine (9) Cost Breakdown Tables.

Initial Costs Consolidation Table

- On-Premise Solution
- Cloud Solution
- Testing
- Training
- Data Conversion
- Existing Customization Conversion
• Configuration Conversion
• Application Integration
• Vendor Customization
• Post Implementation Support

Initial Costs Breakdown Tables

• On-Premise Solution Cost Breakdown
  o Server Setup and Configuration
  o Software Installation and Configuration
  o Network and Infrastructure Configuration
  o Software License
  o Solution Consulting
  o Resources – On-Site
  o Resources - Remote
  o Post Implementation Support
  o Acceptable Configuration Documentation

• Cloud Solution Cost Breakdown
  o Server Setup and Configuration
  o Software Installation and Configuration
  o Network and Infrastructure Configuration
  o Solution License
  o Solution Consulting
  o Resources – On-Site
  o Resources - Remote
  o Acceptable Configuration Documentation

• Testing Cost Breakdown
  o Initial Testing
  o Solution Integration Testing
  o Application Integration Testing
  o Data Conversion Testing
  o Parallel Testing
  o User Acceptance Testing
  o Security Features Testing
  o Pilot Testing
  o Test Consulting

• Training Cost Breakdown
  o Technical Training
  o Customization Training
  o End User Training
  o Trainer Training (After Offeror Training)
  o Training Manuals
  o Online Training materials
  o Develop Training Curriculum and Materials
• Data Conversion Cost Breakdown
  o SAP Core ERP Database – SQL Server 8
  o Portal Database – SAP ESS / MSS
  o Non-SAP Applications*
• Configuration Cost Breakdown
  o SAP Portal Configuration
  o Third Party Interface Configurations
  o Other Internal Configurations (Specific list will be provided)
• Application Integration Cost Breakdown
  o SAP Inbound Systems
  o SAP Outbound Systems
  o Non-SAP applications integration* (Specific list will be provided)
• Vendor Customization Cost Breakdown
  o Vendor Customization - Finance
  o Vendor Customization – Talent / HR
  o Vendor Customization - Operations
  o Vendor Customization – Asset Management
  o Vendor Customization – Time Management
• Post Implementation Support (Before Hand-off to FCS)
  o Offeror’s On-site and Remote Resources
  o Offeror’s Travel Costs
  o Data Conversion
  o Applications Integration
  o Additional Training

*NOTE: FCS will provide a list after identifying Business Capabilities that can be enabled by the new solution that are currently enabled by Non-SAP applications in FCS. Data Conversion Costs should be provided for converting the data that are currently in the Non-SAP applications that can be moved to the new solution.

If the Business Capabilities cannot be enabled by the new solution, the application integration costs should be provided along with any data requirements for integration.

Each table in the InitialCosts tab has four (4) columns:

A. Item No.
B. Cost Factor
C. Cost (To be completed by Offeror)
D. Hours (To be completed by Offeror)

A. Item No. – They are organized to represent the Consolidated Costs from 1 to 9 in Table A. Each Breakdown Table (A1 to A9) has running Item No. corresponding to each item in Table A. **Example:** Item No.1.0 On-Premise Solution has corresponding Item Nos – 1.1, 1.2, 1.3 etc. in the On-premise Solution Breakdown Table A.1

B. Cost Factor – Description of the Consolidated Cost and Cost Breakdown
C. Cost – The Offeror should complete this column only in the Cost Breakdown tables. Cost Column in Consolidated Table is automatically calculated from the subtotals in each breakdown table. Subtotals in each table and the entire Consolidation Tables are protected.

D. Hours – The Offeror should complete this column only in the Cost Breakdown tables. Hours Column in Consolidated Table is automatically calculated from the subtotals in each breakdown table.

4.7.1.2 Operational Costs

The Operational Costs tab has three (3) tables. One (1) Operational Consolidation and two (2) Operational Cost Breakdown tables.

Operational Costs Consolidation Table:

- On-Premise Solution
- Cloud Solution
- Hidden Costs (any other operational costs not indicated above)

Operational Cost Breakdown Tables:

- On-Premise Operational Cost Breakdown
  - On-Site Support
  - Remote Support
  - Software Licenses
  - Software Maintenance
  - Data Flow

- Cloud Operational Cost Breakdown
  - Subscription
  - On-site Support
  - Remote Support
  - Software Licenses
  - Software Maintenance
  - Data Storage
  - Data Flow

Each Table in the Operational Costs tab has seven (7) Columns (A to G)

A. Item No.
B. Item
C. Year 1
D. Year 2
E. Year 3
F. Year 4
G. Year 5
Item No. - They are organized to represent the Consolidated Costs 1 and 2 in Table B. Each Breakdown Table (B1 and B2) has running Item No. corresponding to each item in Table B. **Example:** Item No.1.0 On-Premise Operational has corresponding Item Nos – 1.1, 1.2, 1.3 etc. in the On-premise Operational Cost Breakdown Table B.1

Cost Factor – Description of the Consolidated Cost and Cost Breakdown

Year 1 to Year 5 Costs (5 Columns) – The Offeror should complete this column only in the Cost Breakdown tables. Cost Column in Consolidated Table is automatically calculated from the subtotals in each breakdown table. Subtotals in each table and the entire Consolidation Tables are protected.

### 4.7.1.3 Notes

**Notes Tab** has three (3) columns (A to C):

A. Item No.
B. Cost Factor
C. Notes

Item No. – List the Item No. that is being referred to in Initial or Operational Costs for which the notes are provided.

Cost Factor – List the corresponding cost item description.

Notes – Add detailed notes on costs that will help FCS evaluators for better understanding and clarity.

### 4.7.2 SECTION II – CAPABILITIES

#### 4.7.2.1 Methodology

In this section, the offeror should describe in detail the methodology and procedures that will be used to meet FCS requirements of this RFP. Responses must provide an overview of the Offeror’s approach of the implementation of the proposed solution. The approach should clearly identify:

- FCS and Offeror roles and responsibilities
- Expected resources to be allocated from FCS and the Offeror through all stages and phases in meeting FCS’s requirements of the ERP
- Communication channels
- Escalation path
- Support structure and related processes
- Service Level Agreements
- Project and Change Management process
REQUEST FOR PROPOSAL

- Best Practices approach and recommendation
- Testing Strategy
- Training Strategy
- Implementation Strategy
- Hosting Strategy

In addition, Offerors should provide the following:

- An Implementation plan that addresses all proposed solutions (this includes tasks performed by any Implementation Partners)
- A Resource Matrix indicating the number and type of resources to be assigned to the FCS project (both remote and onsite, technical and non-technical) along with a summary of skills in their area of expertise and years of experience
- Resumes or Profiles of the anticipated resources that will be assigned to the FCS project
- A Comprehensive Testing Plan that covers all the areas of testing defined in Testing Strategy under Section 4.7.2.3.2
- Sample training plan that addresses the following job roles:
  - System Administrators
  - Security (role-based)
  - Technical Support roles (Developers, Database Administrators - DBAs, Server and Infrastructure support)
  - End Users
  - Trainers for on-going training in the respective Divisions
- Sample training documentation for:
  - Face-to-face training with associated document samples (Instructor and Attendee manuals)
  - Web/online course

4.7.2.2 Business Capabilities

FCS has Business Requirements for all Capabilities grouped under their respective Divisions as shown in Table 3.2 under Scope.

1. Finance
2. Talent / Human Resources
3. Operations
4. Time Management
5. Asset Management

Note: Time Management and Asset Management have been indicated separately for internal reasons. Time Management and Asset Management have separate Business Requirements Documents though they are not divisions in FCS.
Business Requirements Documents (BRDs):

All the Business Requirements are in the attached spreadsheets.

Offerors should respond to all requirements detailed in the BRD as per instructions below. For each requirement from FCS, there is a corresponding line to be completed by the Offeror. Refer to “Section 2 – To be completed by the Offeror” below.

There are six (6) BRDs (three (3) for each Division, one (1) for Asset Management, one (1) for Time Management, and one (1) General BRD which is common to all Divisions). Refer to Appendix II – Business Requirements for a list of BRDs that are attached to this document.

Each BRD has four (4) tabs:

1. Division Name (one of the following below)
   - Finance
   - Talent/HR
   - Operations
   - Asset Management
   - Time Management
   - General
2. Assumptions
3. Constraints
4. Summary

**Division Name** tab: Each Division tab has two (2) sections. The first section (Columns A through H) contains the requirements provided by FCS. The second section (Columns I through O) is provided for the Offeror to respond to each requirement.

**Section 1 – Requirements provided by FCS:**

The first section has eight (8) columns - A through H - with the following headers that are provided by FCS. (They are protected and cannot be edited – but allowed to filter and format column width):

A. Capability
B. REQID
C. Requirement Description
D. Requirement Type
E. Category
F. Rating
G. Cross-Functional (CF) Input
H. Cross-Functional (CF) Output

They are explained below:
A. **Capability** – Business Capability within the Division

B. **REQID** – Requirement Identification Number; some may have a parent-child relationship

C. **Requirement Description** – Description of the requirement

D. **Requirement Type** – Types include: Functional / Application / Data / Reporting / Security
   - Functional Type indicates the requirement is an essential function that enables a Capability
   - Application Type indicates an integration requirement with other applications
   - Data Type indicates that the data fields listed are required to enable a functionality and the Capability
   - Reporting Type indicates the different reports that should be generated for the Capability
   - Security Type indicates the Security feature required by the Capability

E. **Category** – Functional Requirement Types are summarized by category to ensure functionality is considered for that Capability

F. **Rating** – Includes three (3) Values – Must Have, Should Have and Nice to Have
   - Must Have is essential for the Capability
   - Should Have is essential but can accept workarounds
   - Nice to Have is an added value if possible and not cost prohibitive

G. **Cross-Functional (CF) Input** – Information that may be necessary from other departments to meet that requirement

H. **Cross-Functional (CF) Output** – Information given to another department as a result of this requirement

**Assumptions:** The information in this tab is provided by FCS for awareness. No action required by Offeror.

This has three (3) columns which are self-explanatory:

1. ReqID
2. Assumption ID
3. Assumption Description

**Constraints:** The information in this tab is provided by FCS for awareness. No action required by Offeror.
This has three (3) columns which are self-explanatory:

- ReqID
- Constraint ID
- Constraint Description

**Summary:** Summary of all the Requirement Types, and the Functional Category summary. The “Functional” requirement type is summarized into categories to ensure all aspects of the functionality are considered to enable the respective Capability.

**Section 2 – To be completed by the Offeror:**

Section 2 has seven (7) columns – I through O, with the following headers that should be completed by the Offeror:

I. Standard
J. Module
K. Configure
L. Customize - Vendor
M. Customize – FCS
N. Vendor Customization Cost
O. Notes

These are explained below:

I. **Standard** – Response should be “Yes” or “No”.
   “Yes” indicates the requirement is met by standard features without any configuration or customization.
   If the Standard value is “Yes”, the Configure and Customize values should be “No”
   “No” indicates the requirement is not met with a standard feature, and should either be met by Configure or Customize.

J. **Module** – Specify which module within the Offeror’s solution meets the requirement. Example: Finance, HCM, Asset Management etc.

K. **Configure** – Offeror’s response in Configure should be “Yes” or “No”.
   “Yes” indicates the requirement is met by a specific configuration and not a standard out of the box feature.
   “No” indicates the requirement not configurable, and met by either a Standard or Customize feature.

L. **Customize – Vendor – Response** should be “Yes” or “No”.
   “Yes” indicates the requirement is met by Vendor - Customization. The Offeror should estimate the cost of customization in Vendor Customization Cost (Column N).
   “No” indicates the requirement cannot be customized by the vendor, and should be met by either a Standard or Configure feature, or should be customizable by FCS.
M. Customize – FCS – Response should be “Yes” or “No”.
“Yes” indicates the requirement is met with customization by FCS developer.
“No” indicates that the requirement cannot be customized by FCS, and should be met by either a Standard, Configure or Customize – Vendor feature.

If Standard, Configure, Customize – Vendor, Customize – FCS have a “No” value, then clearly specify details in “Notes”.

N. Vendor Customization Cost – If the Customize – Vendor has a value of “Yes”, the cost should be provided.

O. Notes – Wherever applicable, specify notes with clarity and specific details. This is especially required for Customizable features or if the requirement cannot be met by Standard, Configure or Customization features (which means they have a value of “No”). If there are any exceptions, conditions or restrictions that are specific to a requirement, they should be clearly noted.

4.7.2.3 Technical Capabilities

FCS Technical Requirements are grouped under their respective domains.

4.7.2.3.1 Technical Requirements and Questionnaire:

As mentioned in the Scope of Work, the Technical Requirements and Questionnaire spreadsheet is attached to this document. Please see instructions below for the information provided by FCS and the response sections to be completed by the Offeror.

The Technical Requirements and Questionnaire spreadsheet has three (3) tabs:

1. ITRequirements
2. Vendor Questionnaire
3. Summary

1. ITRequirements has two (2) sections

Section 1: Technical Requirements provided by FCS

Section 1 has four (4) columns (A through D) (They are protected and cannot be edited – but allowed to filter and format column width):

A. IT ReqID –IT Requirements ID with Parent Child relationship

B. IT Division –IT Division that the requirement is relevant to

C. Requirement Description – Description of requirement
D. Rating - Rating has three (3) Values – Must Have, Should Have and Nice to Have
   - Must Have rating is essential for the Capability
   - Should Have rating is essential but can accept workarounds
   - Nice to Have rating is an added value if the solution can provide

Section 2 – To be completed by the Offeror:

Section 2 has seven (7) columns – E through K, with the following headers that should be completed by the Offeror:

E. Standard
F. Module
G. Configure
H. Customize - Vendor
I. Customize – FCS
J. Vendor Customization Cost
K. Notes

These are explained below:

E. Standard – Offeror’s response should be “Yes” or “No”.
   “Yes” indicates if the requirement is met with the standard feature that comes out of the box with the solution without any configuration or customization.
   If the Standard value is “Yes”, the Configure and Customize values should be “No”
   “No” indicates that the requirement is not met with a standard feature, and should either be met by Configure or Customize.

F. Module – Specify which module meets the requirement.
   Example: Finance, HCM, Asset Management etc.

G. Configure – Offeror’s response should be “Yes” or “No”.
   “Yes” indicates that the requirement is met by a specific configuration and not a standard feature out of the box.
   “No” indicates that this requirement is not configurable, and met by either a Standard or Customize feature.

H. Customize – Vendor – Offeror’s response should be Yes” or “No”.
   “Yes” indicates the requirement is met with customizing the feature by the vendor. The Offeror should complete the Vendor Customization Cost (Column N), to estimate the cost of customizing the feature.
   “No” indicates the requirement cannot be customized by the vendor, and should be met by either a Standard or Configure feature, or they should be customizable by FCS.
REQUEST FOR PROPOSAL

1. **Customize – FCS** – Offeror’s response should be “Yes” or “No”.
   “Yes” indicates the requirement is met with customization by FCS developer.
   “No” indicates the requirement cannot be customized by FCS, and should be met
   by either a Standard or Configure feature.

   If Standard, Configure, Customize – Vendor, Customize – FCS have a “No” value,
   then clearly specify details in “Notes”. This indicates the requirement is not met,
   and a workaround should be provided.

2. **Vendor Customization Cost** – If the Customize – Vendor has a value of “Yes”,
   the cost should be provided.

3. **Notes** – Wherever applicable, specify notes with clarity and specific details. This
   is especially required for Customizable features or if the requirement cannot be met
   by Standard, Configure, Customization features and all of them having a value of
   “No”. If there are any exceptions, conditions, restrictions that are specific to a
   requirement, these should be clearly noted.

2. **Vendor Questionnaire:** Questionnaire has two (2) sections

   **Section 1 – Questions from FCS about the Vendor**

   Section 1 has three (3) columns (A through C):

   A. **Item ID** – Question Identification number

   B. **Information Category** – Questions have been organized under different
      categories for clarity and relevance; this column denotes the category

   C. **Questions** – Questions that the Offeror should respond to

   **Section 2 – Response to be completed by the Offeror.**

   Section 2 has one (1) column (D)

   D. **Offeror Response** – Provide detailed responses to the questions. If the Offeror
      has additional documents that will help clarify the response, they should send
      them as attachments. Examples may be Solution Architecture, Customization
      Documents, Case Studies, Roadmaps, etc.

3. **Summary:** Contains the summary of IT Requirements in each division, with “Must
   Have”, “Should Have” and “Nice to have” ratings.
4.7.2.3.2 Technical Categories

In addition to Technical Requirements and Questionnaire, the following Technical Categories should be addressed and detailed responses should be provided in each category.

The Technical Requirements, Questionnaire and the Technical Categories should provide comprehensive information about the Offeror’s technical capabilities and solution architecture that enable the Business Capabilities and help with deciding the best solution for FCS.

Application Management:

Details on Application Architecture, Application Dependencies, Application Administration, Ownership, Initial and On-going Cost, Security should be clearly documented.

The Offerors should provide options for hosting applications in On-Premise and Cloud environments with their pros and cons.

Details should be provided on Cloud Deployment and Subscription Models.

Application Integration:

The Offeror should ensure smooth transition by integrating applications that are integrated with the current ERP solution. Offerors should provide an integration plan for all impacted applications. Any exceptions should be documented and notified in advance and a workaround should be provided.

The current ERP Solution, SAP, has Inbound and Outbound Interfaces to external applications. The new solution should be able to integrate with these applications to ensure business continuity. The list of Inbound and Outbound applications is provided in Appendix III.

In addition to the SAP Inbound and Outbound interfaces, FCS has other applications – referred to as Non-SAP applications - that meet some of the Business Capabilities and have dependencies on SAP, but are currently not integrated with SAP. The Offeror should help identify if the new solution meets these Business Capabilities that are currently enabled by Non-SAP applications.

If the new solution does not enable the Business Capabilities that are currently enabled by Non-SAP applications, the Offeror should help FCS with the integration of these applications where possible. The goal is to eliminate silos and redundant data entry. Please refer to the Data Conversion section for details on Data Conversion for Business Capabilities enabled by Non-SAP applications.
Data Management:

Details on Data Architecture, Data Dependencies, Data Flow Costs, Security, Accessibility, Ownership, Administration, Backup and Restore options should be clearly documented.

The Offerors should provide the options for Data Storage in On-Premise and Cloud environments, with their respective pros and cons.

The Data Flow costs and methodology should be clearly documented in the Cost Breakdown section and SLAs.

Data Security should be clearly documented for Data encryption at rest and in transit.

Data Conversion:

The current database standard at FCS is Microsoft SQL Server with different applications running on different versions. The offeror should communicate clearly on Database requirements and any preparation required for Data conversion.

Offerors will be expected to provide and execute a data conversion plan and ensure sufficiently qualified resources to address the data migration/conversion need.

FCS has SAP Core ERP Data, SAP Portal data and Non-SAP data. As mentioned in Application Integrations, there are Business Capabilities enabled by Non-SAP applications, which are not integrated with SAP.

If the new ERP solution can meet some of the Business Capabilities currently enabled by Non-SAP applications, the Offeror should convert the data for the Business Capabilities in those application databases. If the new solution does not enable these Business Capabilities, the Offeror should help with Integration of these applications and provide the Data Integration requirements for the new solution and the Non-SAP applications. For example, Data Integration can be achieved through standard RESTful APIs or connectors. The Offeror should clearly specify what kind of integration capabilities they support.

Data Conversion should be considered for the following data:

<table>
<thead>
<tr>
<th>Data Type</th>
<th>System</th>
<th># of Years</th>
<th>Table Count</th>
<th>Size</th>
</tr>
</thead>
<tbody>
<tr>
<td>Core ERP</td>
<td>SAP</td>
<td>12 Years</td>
<td>96,878</td>
<td>640 GB</td>
</tr>
<tr>
<td>Portal</td>
<td>SAP</td>
<td>12 Years</td>
<td>1,126</td>
<td>30 GB</td>
</tr>
<tr>
<td>Other Applications</td>
<td>Non-SAP</td>
<td>12 Years</td>
<td>TBD</td>
<td>TBD</td>
</tr>
</tbody>
</table>

Table 4-1 – Data Conversion table with Data Types and Systems
Configuration Conversion:

<table>
<thead>
<tr>
<th>Configuration Type</th>
<th>System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget</td>
<td>SAP/Prime</td>
</tr>
<tr>
<td>SAP Mobile Platform (SMP)</td>
<td>Plant Maintenance</td>
</tr>
<tr>
<td>Pension</td>
<td>SAP</td>
</tr>
</tbody>
</table>

Table 4-2 – Configuration Conversion Table with Configuration Type and System

Infrastructure:

On-Premise:
Offerors should collaborate with the FCS Infrastructure Team to ensure the following:

Establish the optimal operating environments (Test, Training, Development, Production) by installing, configuring, and tuning all hardware provided to or allocated by FCS for the use of the solution that will operate under the infrastructure standards defined in Appendix III – Technical Requirements. This includes but is not limited to:

- Installation of the operating system, databases, middleware, and web front end components, such as IIS (FCS does not allow use of Apache).
- Collaboration with FCS staff on any load balancing needs.
- Establishment of Single Sign on capabilities.
- Connectivity of all components to web and mobile app capabilities for all environments (training, development, test and production).
- Roll-back plan if the implementation is not going as planned.

Hybrid Cloud:

As FCS has robust infrastructure, the offeror should provide valid business justifications for a Cloud solution.

The Offeror should provide the Cloud Infrastructure details with server infrastructure, application, data storage, flows, system dependencies, support models, security and privacy. The Offeror should specify the following:

- If the Offeror will be hosting the application in their own Cloud infrastructure or if they will partner with public cloud providers like Amazon Web Services, Microsoft Azure etc. In both cases, provide complete details on the following:
  - Ownership of Information and Data, Point of Contact, Point of Escalation, Instant Availability of Contacts
  - Clearly define the responsibilities of various Administrative and Support responsibilities like User Administration, Backup and Restore, Upgrades, Patches that will be distributed across the Offeror, Public Cloud Provider and FCS
  - Physical location where the Infrastructure, Application, Data will be hosted – Offeror’s Site or Public Cloud Provider’s Site
  - Geographical location of Infrastructure, Application, Data. FCS will only consider locations within the continental United States
  - Describe how FCS Infrastructure, Server, Database will be dedicated and isolated and secured
REQUEST FOR PROPOSAL

- Roll-back plan if the implementation is not going as planned
- Specify the Subscription Models in detail – IaaS, PaaS, SaaS
- Data encryption and protection when at rest and in transit

- Establish Standard Operating Procedures (SOP) for on-going Operations and Maintenance
- Establish SOPs for on-going Development, Testing and Deployment
- Document the Solution Architecture in detail and clearly document your bandwidth and other infrastructure requirements to ensure optimum performance
- Document any risks in performance if the application is hosted in the Cloud and data is stored On-Premise
- Describe your remediation plan in case of unforeseen impacts on your business, like mergers and acquisitions to ensure ownership of data and business continuity for FCS

Data Ownership in Hybrid Cloud Environment

All data stored in a hosted solution is owned by FCS. In the event of the Offeror’s inability to continue in business or if the business relationship between FCS and Offeror is terminated, please define in detail the process of providing the following:

- Copy of the database files to FCS.
- Data extract of the relevant tables and fields from the database.

Records Management in Hybrid Cloud Environment:

FCS is required to comply with federal and state regulations for records management. Please define in detail the process of accomplishing the following:

- Maintenance of records schedules.
- Yearly Disposition of records processes.

Upon completion of installation, Offeror shall provide:

- An architectural diagram of all components, associated IP addresses, environment (Test, Train, etc.) and all points of connectivity.
- SOPs for ensuring optimal health and maintenance of the environment.
- Documented steps for executing environment refreshes and/or restores as well as applying patches or enhancements.
- Current as-is processes as part of overall engagement to determine optimal system configurations or process improvement.
- To-be process maps for each area as an output of this task in addition to a technical requirements document indicating required configuration settings.
- Agreed upon configurations and process flows in a blueprint document which includes configurations settings (what they mean and how they function within the application, any business rules created or recommended, any user defined fields along with their purpose and process steps to support the designed process) to be provided to process owners after user acceptance testing.
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- Agreed upon configurations and system flows, data flows, in a blueprint document that includes configurations settings, dependencies to be provided to the Project Team.
- Agreed upon configurations and system flows, data flows, in a blueprint document to show end-to-end flows between On-Premise and Cloud solutions.

Data Warehouse:

The current ERP solution is integrated with the FCS Data Warehouse solution. The Offeror should provide smooth transition with the new ERP solution and ensure the following:

- Collaborate with FCS data warehouse team to integrate solution to existing data model
- Provide cross-reference/mapping document
- Assist in the development of ETL packages to ensure accurate data extraction and loading of all data
- Data Conversion planning and implementation
- Participate in data validation activities
- Provide database schema and data dictionary

Secure Transport & Privacy of Personally Identifiable Information

The proposed solution must support the following:

- Protect Personally Identifiable Information (PII) from unauthorized disclosure during the transport of data and ensure compliance with all applicable State and Federal confidentiality laws and regulations including but not limited to the Family Education Rights and Privacy Act (FERPA) as defined in section 9.d. CONFIDENTIALITY, PRIVACY AND SECURITY, HIPPA (Health Insurance Portability and Accountability Act), and the Children’s Online Privacy Protection Act.
- Support the highest level of Transport Layer Security (TLS) encryption standard for the primary purpose of providing confidentiality of information transmitted over the internet and AES 256-bit encryption for the data-at-rest.

Testing Strategy:

The Offeror should collaborate with FCS Atlas Project team, to provide an end-to-end test plan and strategy that includes the following:

- Initial Testing
- Solution Integration Testing
- Configuration Testing
- Application Integration Testing
- Data Conversion Testing
- Functional Testing
- Parallel Testing
- User Acceptance Testing
- Security Features Testing
FCS currently does not have an automated testing tool. The Offeror should provide recommendation on testing, considering this gap.

The Testing Plan should include the scope of testing, development of test cases, scenarios and test scripts. All Test Cases will be owned by FCS and all test data will be provided by FCS. The Offeror should clearly include the areas of testing and their level of involvement, and provide cost breakdown for all the different test categories mentioned above.

Any pre-requisites for hardware, software, infrastructure, etc. should be clearly documented in detail for preparing the test environment.

If the solution is hosted in the cloud, test plans should clearly provide specific requirements and preparation for testing in the cloud environment.

Specifications related to the following should be provided in the Test Plan:

- Connectivity
- Security
- Bandwidth requirements
- Firewall configuration for secure testing

**Training Strategy:**

The Offeror should provide a comprehensive training plan and strategy. Training Content should be developed for different teams and should be focused on their supporting roles.

- Technical Training – Administrators, Database Administrators, System and Technical SMEs
- Customization Training - Developers
- End User Training – All End Users
- Train-the-trainer Training (After Offeror Training) – Technical and Business Trainers who will provide on-going training.

The following training materials should be developed:

- Training Manuals
- Online Training materials
- Training Curriculum

The Offeror should provide the cost breakdown for development of training materials and delivery of training to each audience.
REQUEST FOR PROPOSAL

Implementation Strategy:

The Offeror should provide a detailed Implementation Plan and Strategy with the following details:

- Implementation Methodology – Phased implementation vs. Full implementation
- Implementation of different environments – Development, Testing, Training and Production with Timeline
- Coordination between multiple vendors
- Coordination between Cloud and On-Premise implementation
- Timeline for Vendor customization
- Parallel Implementation

Deployment to Production Strategy:

The Offeror should provide a detailed deployment to production strategy with the following details:

- Readiness Checklist for Deployment to ensure infrastructure, applications, data and network and other components are configured completely
- Ensure required data is loaded in production
- Ensure Production environment is stable
- Ensure Rollback plan is available in case of unforeseen problems

System Enhancement Strategy:

The Offeror should provide a detailed System Enhancement Strategy with the following details:

- Share roadmap of future releases
- Ensure Business Continuity during system enhancements
- Expected impacts on business processes
- Impact on the implemented solution if future release is within six (6) months to one (1) year
- Coordination with other offerors if a solution with multiple offerors is chosen
- Document all details including costs related to system enhancement in Service Level Agreements
4.7.3 SECTION III – BUSINESS STABILITY

A. History and Organizational Structure of the Firm - Provide a cover letter introducing the company and including the corporate name, address and telephone number of the corporate headquarters and local office. The name and phone number of one individual who will be the company’s primary contact with FCS for contract negotiation and the name of the project manager.

A brief history of the company and the present organizational structure of the firm describing the management organization, permanent employees by discipline, and this project’s coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.

If the Offeror has changed names or incorporation status within the last five (5) years, please list preceding organizations and a brief reason for the change. Provide a business license indicating that the Offeror can conduct business in Fulton County, Georgia.

Further, provide documentation showing that the Offeror is properly registered to conduct business in the State of Georgia. Offeror acknowledges and agrees that any business license and registration must remain current for the duration of the contract and such documents are material term to this agreement.

B. Financial Status - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two (2) accounting years.

C. References - List as references a minimum of three (3) clients of similar size or larger than FCS for which a project of similar scope was completed within the last three (3) years.

References should include Public Sector clients with preference to K-12 environments. At least one (1) of the three (3) references provided must be the Offeror’s last completed implementation. Reference contacts should include:

- Director of Finance, HR, Operations, Asset Management, Time Management

Reference details should include:

- Client name, address, website link
- Email address and direct phone numbers for contacts
- Modules / components that were implemented
- Summary of project objectives and outcomes
- Length of engagement
- Challenges encountered and how they were addressed by Offeror
D. Implementation Partners (Subcontractors) - Indicate the names and addresses and degree of utilization of all Implementation Partners to be used in this contract.

The Offeror should provide the following details about the Implementation Partner:

- Professional, technical, and business capabilities of Implementation Partner to implement and support the solution. Provide the number of years the Implementation Partner has been implementing and supporting ERP solutions
- Financial stability – number of years the Implementation Partner has been in business – growth through mergers and acquisitions, partnership with other firms etc.
- Their relationship or any restrictions working with other Offerors or Implementation Partners during Application Integration, Data Conversion and Integration
  - A list of references where you have implemented your solution at client sites with your implementation partners. Provide the scope of work and details on business stability and financial status of your implementation partner.

E. Previous Default - Indicate if you or any predecessor organization have ever defaulted on a contract or been denied a proposal due to non-responsibility to perform. If so, provide the facts and circumstances. If your firm or any successor organization is now involved in or has been involved in any litigation in the past ten (10) years, please list the parties to the litigation, the civil action number and a brief explanation of the matter.

Indicate whether your company, any subsidiary, or any related division or entity has ever defaulted on a contract with FCS or has ever been involved in any litigation with FCS. If yes, please provide details.
4.8 EVALUATION CRITERIA

Offerors will be evaluated based on the Evaluation Criteria defined in Table 4-3 below.

<table>
<thead>
<tr>
<th>No.</th>
<th>Evaluation Criteria</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>SECTION I - COST</td>
<td>200</td>
</tr>
<tr>
<td>2</td>
<td>SECTION II - CAPABILITIES</td>
<td>550</td>
</tr>
<tr>
<td>2.1</td>
<td>Methodology</td>
<td>50</td>
</tr>
<tr>
<td>2.2</td>
<td>Business Capabilities</td>
<td>200</td>
</tr>
<tr>
<td>2.3</td>
<td>Technical Capabilities</td>
<td>150</td>
</tr>
<tr>
<td>2.4</td>
<td>Oral Interviews / Key Business Demonstrations</td>
<td>150</td>
</tr>
<tr>
<td>3</td>
<td>SECTION III - BUSINESS STABILITY</td>
<td>150</td>
</tr>
<tr>
<td>3.1</td>
<td>History and Organizational Structure of the Firm</td>
<td>20</td>
</tr>
<tr>
<td>3.2</td>
<td>Financial Status</td>
<td>20</td>
</tr>
<tr>
<td>3.3</td>
<td>References</td>
<td>40</td>
</tr>
<tr>
<td>3.4</td>
<td>Implementation Partners</td>
<td>50</td>
</tr>
<tr>
<td>3.5</td>
<td>Previous Default</td>
<td>20</td>
</tr>
<tr>
<td>4</td>
<td>EXCEPTIONS AND MODIFICATIONS</td>
<td>50</td>
</tr>
<tr>
<td>5</td>
<td>INTANGIBLES*</td>
<td>50</td>
</tr>
</tbody>
</table>

Table 4-3 – Evaluation Criteria

*NOTE: INTANGIBLES refers to the Offeror’s professionalism and consistency between the Offeror’s commitment on paper and their demonstrations and conversations, as well as quality of communication, project management, meeting minimum requirements etc.

4.9 REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the FCS Contracting Department.

During the entire period of solicitation, submittal and evaluation, no Offeror shall contact any member or employee of FCS concerning the solicitation. Such action could result in the Offeror being removed from further consideration in this solicitation.
5. REQUEST FOR SEALED PROPOSAL FORM

DATE: ______________________

PROPOSAL NO.: 153-19

NAME OF COMPANY: ______________________________________________________
________________________________________________________________________
________________________________________________________________________

The Fulton County Board of Education
6201 Powers Ferry Road
Atlanta, Georgia 30339

Gentleman/Madam:

Having carefully examined the Proposal Conditions and Specifications entitled “153-19, Enterprise Resource Planning (ERP) Solution” for the performance of subject work all dated __________________, and the Addendum/Addenda ____________________________, as well as the site and premises, and conditions affecting the work, the undersigned proposes to furnish all services, labor and materials called for by them for the entire work, in accordance with said documents.

The Offeror’s Checklist has been complied with, is completed, and is enclosed with this submittal.
6. COMMITMENT TO PERFORM AS PROPOSED

PROPOSAL NO.: 153-19

Name of Company

Address of Company

E-Mail Address (all correspondence will be sent to this email address)

Business Telephone Number

Fax Number

Purchase Order Fax/E-mail

Printed Name and Title

Signature

Date

The full names and addresses of persons and firms interested in the foregoing proposals as principals are as follows:

The legal name of the Offeror is:
7. OFFEROR’S CHECKLIST

PROJECT: ___________________________________________

PROPOSAL NO.: 153-19

- We have acknowledged receipt of addenda issued.
- Eleven (11) sealed proposals (one (1) original, ten (10) copies) and one (1) flash drive of all information requested have been provided.
- The proposal has been signed by an authorized principal or authorized official of the firm.
- No conditions, restrictions or qualifications have been placed by the company on this proposal that would have the proposal declared non-responsive.
- We are prepared to provide the insurance required in this solicitation.
- We accept the SPECIAL STIPULATIONS with no exceptions or proposed modifications.
- We acknowledge that Fulton County Schools does not provide Workers’ Compensation to Contractors, Subcontractors or any tier and as such is not responsible or legally liable for Contractor workers’ injuries, including death.
- We have included the following NOTARIZED Georgia Security and Immigration Compliance documents with our proposal:
  - *Immigration and Security Form*
  - *Contractor Affidavit and Agreement*
  - *Sub-Contractor Affidavit(s)*

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

__________________________________________________________

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

____________________

COMPANY NAME

____________________

(COMPANY FEDERAL ID NUMBER)

____________________

(COMPANY E-MAIL ADDRESS)

READ AND COMPLETE THIS CHECKLIST BEFORE SUBMITTING THE PROPOSAL

RETURN WITH PROPOSAL

It is the policy of the Fulton County School System not to discriminate on the basis of race, color, sex, religion, national origin, age, or disability in any employment practice, educational program or any other program, activity, or service. If you wish to make a complaint or request accommodation or modification due to discrimination in any program, activity, or service, contact Compliance Coordinator, Ron Wade, 6201 Powers Ferry Road, Atlanta, Georgia 30339, or phone (470) 254-5502. TTY 1-800-255-0135.
APPENDIX I - COST
The Offeror should specify their Cost Model and provide FCS the flexibility to choose the most efficient option for the selected solution. There are 1,000 users accessing the SAP Application and 14,000 users accessing the SAP Portal.

One (1) Cost Tables spreadsheet is attached to this document with the following name:

**FCS-Atlas-Initial and Operational Costs.xlsx**

The spreadsheet has fourteen (14) tables that should be completed as per instructions in the following sections:

4.7.1.1 Initial Costs
4.7.1.2 Operational Costs
4.7.1.3 Notes

**Initial Costs – Total – One (1) table**

1. Table A – Initial Costs – Consolidation

**Initial Costs Breakdown - Nine (9) tables**

1. Table A.1 – On-Premise Solution – Initial Cost Breakdown
2. Table A.2 – Cloud Solution – Initial Cost Breakdown
3. Table A.3 – Testing Cost Breakdown
4. Table A.4 – Training Cost Breakdown
5. Table A.5 – Data Conversion Cost Breakdown
6. Table A.6 – Configuration Cost Breakdown
7. Table A.7 – Application Integration Cost Breakdown
8. Table A.8 – Vendor Customization Cost Breakdown
9. Table A.9 – Post Implementation Cost Breakdown

**Operational Costs – Total – One (1) table**

1. Table B – Operational Costs – Consolidation

**Operational Costs – Breakdown – Two (2) tables**

1. Table B.1 – On-Premise Operational Cost Breakdown
2. Table B.2 – Cloud Operational Cost Breakdown

**Notes - One (1) table:**

Notes corresponding to Cost Items for clarity
APPENDIX II - BUSINESS REQUIREMENTS
Six (6) Business Requirements Documents (BRDs) with the following names are attached to this document:

1. BRD-Finance.xlsx
2. BRD-TalentHR.xlsx
3. BRD-Operations.xlsx
4. BRD-Assets.xlsx
5. BRD-TMS.xlsx
6. BRD-General.xlsx

Requirements in each BRD:

Table A-1 below shows the number of requirements in each BRD. If the Offeror finds any discrepancies, they should notify FCS Procurement department at the earliest. The Summary tab contains the complete summary of by Requirement Type and a breakdown of Functional Category into Categories.

Note: Only “Functional” Requirement Type has been broken down into categories. Other Requirement Types like “Reporting”, Applications” and “Data” do not have categories.

<table>
<thead>
<tr>
<th>BRD</th>
<th>No. of Requirements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finance</td>
<td>2128</td>
</tr>
<tr>
<td>TalentHR</td>
<td>700</td>
</tr>
<tr>
<td>Operations</td>
<td>107</td>
</tr>
<tr>
<td>Assets</td>
<td>185</td>
</tr>
<tr>
<td>TMS</td>
<td>324</td>
</tr>
<tr>
<td>General</td>
<td>40</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>3484</strong></td>
</tr>
</tbody>
</table>

Table A-1 – Requirements in each BRD
APPENDIX III – TECHNICAL REQUIREMENTS
One (1) Technical Requirements and Questionnaire with the following name is attached to this document:

FCS-Atlas-Technical Requirements and Questionnaire.xlsx

SAP Versions:

Table A-2 lists the current versions of SAP.

<table>
<thead>
<tr>
<th>BRD</th>
<th>Version</th>
<th>Database</th>
</tr>
</thead>
<tbody>
<tr>
<td>SAP ECC</td>
<td>6.0 EHP6</td>
<td>SQL Server 2008 R2</td>
</tr>
<tr>
<td>SAP NetWeaver</td>
<td>7.0 EHP3</td>
<td>SQL Server 2008 R2</td>
</tr>
<tr>
<td>SAP GUI</td>
<td>7.40</td>
<td>N/A</td>
</tr>
</tbody>
</table>

A-2 – Current Versions of SAP

SAP Inbound and Outbound Interfaces:

<table>
<thead>
<tr>
<th>Interface name</th>
<th>Inbound Method</th>
<th>Outbound Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>Teacher Retirement System (TRS)</td>
<td>N/A</td>
<td>Use to create separate file then upload to TRS Site</td>
</tr>
<tr>
<td>State Health Medial Withholding Deductions</td>
<td>Download from SHBP</td>
<td>N/A</td>
</tr>
<tr>
<td>TIAA-CREF 403B 457 Plan Deduction</td>
<td>Secure Email</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>MetLife 403B 457 Plan Deduction</td>
<td>Manual forms</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>Lincoln 403B 457 Plan Deduction</td>
<td>Manual Disc</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>CNA Long Term Care Plan Deduction - Outbound</td>
<td></td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>CNA Long Term Care Plan Deduction - Inbound</td>
<td>Download from Vendor Site</td>
<td></td>
</tr>
<tr>
<td>Colonial Supplemental Life Ins-Inbound</td>
<td>Download from Vendor Site</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>Colonial Supplemental Life Ins-Outbound</td>
<td>N/A</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>TRS-GA Summary Report</td>
<td>N/A</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>Valic 403B 457 Plan Deduction</td>
<td>Download from Vendor Site</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>Tax Shelter Inbound deduction interface file</td>
<td>Download from Vendor Site</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>AUF file</td>
<td>N/A</td>
<td>Upload Via SFTP</td>
</tr>
<tr>
<td>VUF file (not in PRD yet)</td>
<td>N/A</td>
<td>Upload Via SFTP to Vendor Site</td>
</tr>
<tr>
<td>Interface name</td>
<td>Inbound Method</td>
<td>Outbound Method</td>
</tr>
<tr>
<td>----------------------------------------------------</td>
<td>---------------------------------------------</td>
<td>----------------------------------------</td>
</tr>
<tr>
<td>Trustmark</td>
<td>Download from Vendor Site</td>
<td>Upload to Vendor Site</td>
</tr>
<tr>
<td>Davis</td>
<td>entered via ESS</td>
<td>Upload Via SFTP</td>
</tr>
<tr>
<td>Dental</td>
<td>entered via ESS</td>
<td>Upload Via SFTP</td>
</tr>
<tr>
<td>ACA Health Compliance Interface</td>
<td>N/A</td>
<td>Upload Via SFTP</td>
</tr>
<tr>
<td>CASE (Teacher Match) Job Interface to SAP</td>
<td>FTP from Vendor</td>
<td></td>
</tr>
<tr>
<td>CASE (Teacher Match) Master Data Interface from SAP</td>
<td>FTP to Vendor</td>
<td></td>
</tr>
<tr>
<td>Work Number - Master/Payroll Data Interface from SAP</td>
<td>FTP to Vendor</td>
<td></td>
</tr>
<tr>
<td>CPI Reporting file from SAP to DOE</td>
<td>N/A</td>
<td>Upload to Vendor</td>
</tr>
<tr>
<td>SunTrust</td>
<td>N/A</td>
<td>FTP</td>
</tr>
<tr>
<td>GA DOE DE0046 Report and Trans. File</td>
<td>Download from DOE for Budgeting and Reporting</td>
<td>N/A</td>
</tr>
<tr>
<td>CS1 Extract for Travel</td>
<td>Download from SunTrust into SAP</td>
<td>N/A</td>
</tr>
<tr>
<td>SB389 TIGA Extract Program</td>
<td>N/A</td>
<td>Upload to Vendor</td>
</tr>
<tr>
<td>CFO Budget Report</td>
<td>N/A</td>
<td>Used for Final DE0046 Actual Reporting</td>
</tr>
<tr>
<td>Eim_Crossref_Personnel_to_Employee Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Create EIM_certification</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM IT9001 Extract File</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Create EIM_CERT_AREA</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Create EIM_CERT_AUTH</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Master Data and EIM Demographics Report</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM_Job_Master Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM_Qualification_Master Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Eim_Org_Unit_Master Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
</tbody>
</table>
## APPENDIX III – TECHNICAL REQUIREMENTS

<table>
<thead>
<tr>
<th>Interface name</th>
<th>Inbound Method</th>
<th>Outbound Method</th>
</tr>
</thead>
<tbody>
<tr>
<td>EIM_Person_Positions Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM_Position_Job Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM_Position_Qualification Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>EIM_Positions Extract</td>
<td>N/A</td>
<td>Internal Interface to Data Warehouse</td>
</tr>
<tr>
<td>Active Employee File to Raptor system</td>
<td>N/A</td>
<td>Outbound Interface to Raptor system</td>
</tr>
<tr>
<td>BDC program for creating SU01 and PA0105 Data (New Hires)</td>
<td>I/B file from Infrastructure team</td>
<td>N/A</td>
</tr>
<tr>
<td>Annual School Technology Inventory Survey</td>
<td>N/A</td>
<td>Asset report to State yearly</td>
</tr>
</tbody>
</table>

**Table A-3 – SAP Inbound and Outbound Interfaces**

### Browsers Standards:

<table>
<thead>
<tr>
<th>Browser</th>
<th>Current Version</th>
<th>Legacy Version Supported</th>
</tr>
</thead>
<tbody>
<tr>
<td>Google Chrome</td>
<td>69</td>
<td></td>
</tr>
<tr>
<td>Internet Explorer</td>
<td>11</td>
<td></td>
</tr>
<tr>
<td>Microsoft Edge</td>
<td>17</td>
<td></td>
</tr>
<tr>
<td>Mozilla Firefox</td>
<td>62</td>
<td></td>
</tr>
<tr>
<td>&quot;Apple&quot; Safari</td>
<td>11</td>
<td></td>
</tr>
</tbody>
</table>

**Table A-4 – Browser Standards**

### Operating Systems Specifications:

<table>
<thead>
<tr>
<th>Devices/Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Windows 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td>Intel Celeron 2955U</td>
<td>Quad Core Intel Atom™x7-Z8700</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Table A-5 – Operating System Specifications**
Network Infrastructure Standards:

FCS prefers a local hosting or On-Premise based technical configuration that will work in the following infrastructure environment:

- Running on a Windows 2012 R2
- Running SQL Server 2012 high availability; always-on database on Windows 2012 R2 server at a minimum.
- Prefer Microsoft IIS Microsoft.NET application web services (Apache not supported in the FCS environment)
- Full virtual support on VMware version 6.0 for all server requirements
- Active Directory/ADFS (LDAP, SAML) integrated group-based security for single sign on.

No browser plug-in requirement:

- Solution should allow the school district to provide access via the school district wide area network, and via the Internet
- F5 load balancers

Network Infrastructure – The current WAN infrastructure connecting all schools is composed of an AT&T MPLS network connecting all schools on a rate limited 10GB fiber network with 8 x 10GB uplinks to the district data center with a 12GB pipe to the internet. The Data Center has a virtualized infrastructure running VMware 6.0 and NSX with 10GB server uplinks and multiple 40GB backbone uplinks.

If submitting a local hosting option, the above technical requirements must be supported in addition to the following:

- Provide required hardware similar in nature to that already available within the FCS data center to meet the district’s operating requirements.
- The hardware will be in the FCS data center and connected directly into the FCS network.
- Install solution on that hardware and ensure adequate tuning and configuration has been completed for the district to effectively and efficiently use the solution in its environment.
- Provide all required support for both the hardware and software either on-site or remotely as needed via a secure connection.
- Adhere to all FCS blackout dates as determined by district policy and personnel.
- Coordinate the application of any updates or enhancements with FCS to determine a feasible implementation time.
APPENDIX III – TECHNICAL REQUIREMENTS

Server Standards:

Our standard server is a Dell model R730xd Rack Mounted 2U with:

- Intel Xeon based processors.
- iDRAC remote access to server
- A minimum of 4 x 10GB fiber GBIC based NICs to provide network connection redundancy, prefer QLogic or Intel cards
- If connecting to a SAN, must be iSCSI with at least 2 10GB fiber GBIC based NICs, prefer QLogic or Intel
- All storage must have RAID array based hot-plug redundancy with hot spares
- Redundant power supplies
- If using hypervisor, prefer VMware on embedded redundant SD card boot
- We are a Microsoft Windows and VMware shop; any other OS must be 100% supported by the vendor for all technical support
- Included 5-year manufacturer warranty 24x7x365 4-hour response with on-site tech for repairs
- Central management console to monitor, alert, and update all servers

FCS SAP solution is hosted on the following SAP Servers in virtual environment:

<table>
<thead>
<tr>
<th>Server Function</th>
<th>No. of Servers</th>
<th>Operating System</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solution Manager</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>ECC Server</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Production App Servers</td>
<td>4</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Business Warehouse Servers</td>
<td>5</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Portal Web Server</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>EPP Portal App Servers</td>
<td>4</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Business Objects Servers</td>
<td>2</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>PBF Portal Servers</td>
<td>4</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>NWIDI</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Plant Maintenance</td>
<td>1</td>
<td>Windows 2012</td>
</tr>
<tr>
<td>Tax Factory</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Roles - Production</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Reports - Production</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>VC Forms / Java PBF Add-on</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Database Servers</td>
<td>7</td>
<td>Windows 2008 R2</td>
</tr>
<tr>
<td>Email Server</td>
<td>1</td>
<td>Windows 2008 R2</td>
</tr>
</tbody>
</table>

A-6 – SAP Servers
### Device Specification Standards:

<table>
<thead>
<tr>
<th>Devices/Specifications</th>
<th>Dell Latitude 3190</th>
<th>iPad 6th Gen</th>
<th>iPad 5th Gen</th>
<th>Dell Latitude 3189 - Windows</th>
<th>Dell Chromebook 3189</th>
<th>iPad Air2</th>
<th>Dell Latitude 3150</th>
<th>Dell Chromebook 11</th>
<th>MS Surface 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>Intel Pentium - Quad Core</td>
<td>Intel® Celeron® Processor (Dual Core)</td>
<td>Intel Celeron 2955U</td>
<td>Intel Celeron</td>
<td>Quad Core Intel Atom™ x7-Z8700</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>OS</td>
<td>Win 10 – 64 Bit</td>
<td>iOS</td>
<td>iOS</td>
<td>Win 10 – 64 Bit</td>
<td>Google Chrome OS</td>
<td>iOS</td>
<td>Window s 10</td>
<td>Google Chrome OS</td>
<td>Windows 10</td>
</tr>
<tr>
<td>RAM</td>
<td>4G</td>
<td>4G</td>
<td>4G</td>
<td>4GB DDR3L RAM</td>
<td>4G</td>
<td>4G</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hard Drive</td>
<td>128GB Solid State Drive M2 2280 SATA3</td>
<td>128 G</td>
<td>128 G</td>
<td>128GB Solid State Drive M2 2280 SATA3</td>
<td>64GB</td>
<td>250 GB SATA 7200 RPM</td>
<td>16G</td>
<td>64G</td>
<td></td>
</tr>
<tr>
<td>Display</td>
<td>11.6” HD IPS 16:9 (1366 x 768) Touch with Corning® Gorilla® Glass NBT</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
<td>Retina</td>
</tr>
<tr>
<td>Ports</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
<td>Ethernet- No HDMI - Yes</td>
</tr>
<tr>
<td>Dimensions</td>
<td>Height: 0.82” (20.75 mm) x Width: 11.96” (303.8 mm) x Depth: 8.18” (207.9 mm) Weight: 3.17 lbs. (1.44 kg)</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
<td>9.7”</td>
</tr>
<tr>
<td>Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
<td>3-Cell, 42Whr Battery</td>
</tr>
<tr>
<td>Notable Features</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
<td>Touchscreen 360 hinge</td>
</tr>
<tr>
<td>Camera</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
<td>Front/Rear</td>
</tr>
</tbody>
</table>

A-7 – Device Specification Standards
APPENDIX IV - GEORGIA IMMIGRATION AND SECURITY FORMS
FULTON COUNTY SCHOOLS
IMMIGRATION AND SECURITY FORM

If you are providing service, performing work or delivering goods to the Fulton County Board of Education including, but not limited to schools, warehouses and central offices, the applicable Georgia Security and Immigration Compliance documents found here must be completed, signed, notarized and submitted with your bid/proposal. Failure to provide this document with your bid/proposal will result in the disqualification of the bid/proposal.

1) Fulton County Schools shall comply with the Georgia Security and Immigration Compliance Act, as amended, O.C.G.A. § 13-10-90 et. seq.

2) In order to insure compliance with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act, as amended by the Illegal Immigration Reform Act of 2011, O.C.G.A. § 13-10-90 et. seq. (collectively the “Act”), the Contractor MUST INITIAL the statement applicable to Contractor below:

(a) _______ (Initial here): Contractor warrants that, Contractor has registered at https://e-verify.uscis.gov/enroll/ to verify information of all new employees in order to comply with the Act; is authorized to use and uses the federal authorization program; will continue to use the authorization program throughout the contract period; Contractor further warrants and agrees Contractor shall execute and return any and all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq. [Contractors who initial (a) must attach and return a signed, notarized Contractor Affidavit and Agreement; or

(b) _______ (Initial here): Contractor warrants that he/she does not employ any other persons, and he/she does not intend to hire any employees or to perform the Contract. [Contractors who initial (b) must attach and return a signed, notarized Affidavit of Exception]; or

(c) _______ (Initial here) Contractor is an individual who is licensed pursuant to Title 26 or Title 43 or by the State Bar of Georgia and is in good standing when such contract is for services to be rendered by such individual and thus does not have to provide an affidavit.

3) _____ (Initial here) Contractor will not employ or contract with any subcontractor in connection with a covered contract unless the subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides Contractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et. seq.
4) (Initial here) Contractor agrees that, if Contractor employs or contracts with any sub-contractor in connection with the covered contract under the Act and DOL Rules 300-10-1-.01, et seq that Contractor will secure from each sub-contractor at the time of the contract the sub-contractor’s name and address, the employee-number applicable to the sub-contractor, the date the authorization to use the federal work authorization program was granted to sub-contractor; the subcontractor’s attestation of the subcontractor’s compliance with the Act and Georgia Department of Labor Rule 300-10-1-.01, et seq.; and the subcontractor’s agreement not to contract with sub-subcontractors unless the sub-subcontractor is registered, authorized to use, and uses the federal work authorization program; and provides subcontractor with all affidavits required by the Act and the rules and regulations issued by the Georgia Department of Labor as set forth at Rule 300-10-1-.01 et seq.

5) (Initial here) Contractor agrees to provide the Fulton County School District with all affidavits of compliance as required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq within five (5) business days of receipt.

Signature
Date

Firm Name: __________________________________________________________

Street/Mailing Address: ________________________________________________

City, State, Zip Code: __________________________________________________

Telephone Number: ___________________________________________________

Email Address: _______________________________________________________

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF ___________________, 20____

_____________________________________
Notary Public
My Commission Expires: ________________________
By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

1. The individual, firm, or corporation ("Contractor") which is contracting with the Fulton County Board of Education has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U.S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

2. Contractor’s correct user identification number and date of authorization is set forth herein below.

3. Contractor agrees that the Contractor will not employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with the Fulton County Board of Education, unless at the time of the contract said subcontractor:

   a. is registered with and participates in the federal work authorization program;

   b. provides Contractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

   c. agrees to provide Contractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

Contractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
(4) Contractor further agrees to and shall provide Fulton County Board of Education with copies of all other affidavits or other applicable verification received by Contractor (i.e.: subcontractor affidavits and all other lower tiered affidavits) within five (5) days of receipt.

__________________________________________       ____________
EEV/Basic Pilot Program User Identification Number   Date of Authorization

If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

__________________________________________       ________
Company Name / Contractor Name                   Date

BY: Signature of Authorized Officer or Agent       Date

Title of Authorized Officer or Agent of Contractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
______ DAY OF________________, 20__

__________________________________________
Notary Public
My Commission Expires: _____________________
By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, and attests under oath that:

(1) the undersigned individual, firm or corporation (“Subcontractor”) is engaged in the physical performance of services under a contract with ________________________________ (name of contractor), which has a contract with the Fulton County Board of Education.

(2) Subcontractor has registered with, is authorized to use, uses, and will continue throughout the contract term to use and participate in, a federal work authorization program [any of the electronic verification of work authorization programs operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603], in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91. As of the effective date of O.C.G.A. 13-10-91, the applicable federal work authorization program is the “EEV/Basic Pilot Program” operated by the U. S. Citizenship and Immigration Services Bureau of the U.S. Department of Homeland Security, in conjunction with the Social Security Administration (SSA).

(3) Subcontractor’s correct user identification number and date of authorization is set forth herein below.

(4) Subcontractor agrees that the Subcontractor will not employ or contract with any sub-subcontractor(s) in connection with the physical performance of services pursuant to this subcontract or the contract with the Fulton County Board of Education, unless said sub-subcontractor:

(a) is registered with and participates in the federal work authorization program;

(b) provides Subcontractor with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and

(c) agrees to provide Subcontractor with notice of receipt and a copy of every sub-subcontractor Affidavit or other permissible verification procured by sub-subcontractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.
Subcontractor agrees to maintain records of such compliance and to provide notice of receipt and a copy of each such sub-subcontractor Affidavit or other applicable verification to the Contractor at the time the sub-subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

<table>
<thead>
<tr>
<th>EEV/Basic Pilot Program User Identification Number</th>
<th>Date of Authorization</th>
</tr>
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If an applicable Federal work authorization program as described above is used, other than the EEV/Basic Pilot Program, please identify the program.

By: Authorized Officer or Agent

(Subcontractor Name)

Title of Authorized Officer or Agent of Subcontractor

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____________________, 20____

Notary Public
My Commission Expires: __________________
The undersigned, in connection with a proposed contract or subcontract with the Fulton County School District for the physical performance of services under O.C.G.A. 13-10-90, et seq. (the “Contract”), hereby affirms and certifies under penalties of perjury that:

(a) I am a sole proprietor or single member entity; and **I do not employ** any other persons.

(b) I do not intend to hire any employees or to perform the Contract.

(c) A true, correct and complete copy of my driver’s license is attached hereto.

If at any time hereafter I determine that I will need to hire employees to satisfy or complete the services under the Contract then before hiring any employees, I will:

(i) immediately notify the School District in writing at: immediately notify the School District in writing at: Contracting Department, Administrative Center, 6201 Powers Ferry Road, Atlanta, Georgia 30339; and

(ii) register with, participate in and use, a federal work authorization program operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the Immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603, in accordance with the applicability provisions and deadlines established in O.C.G.A. 13-10-91, as amended; and

(iii) Provide the School District with all affidavits required by O.C.G.A. § 13-10-90 et seq. and Georgia Department of Labor Rules 300-10-1-.01, et seq.

I agree that I will not employ or contract with any subcontractor(s) to provide services under my contract with the Fulton County School District, school, or Fulton County Board of Education, unless at the time of the contract said subcontractor:

(i) is registered with and participates in the federal work authorization program; and

(ii) provides me with a duly executed, notarized affidavit with the same affirmations, agreements, and information as contained herein and in such form as required under applicable law; and
iii) agrees to provide me with notice of receipt and a copy of every sub-subcontractor Affidavit or other applicable verification procured by subcontractor at the time of contract with the sub-subcontractor(s) within five (5) business days after receiving the said Affidavit or verification.

If I do contract with such subcontractors, I agree to maintain records of such compliance and to provide notice of receipt and a copy of each such subcontractor Affidavit or other permissible verification (i.e.: sub-subcontractor affidavits and all other lower tiered affidavits) to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service or within five (5) days after receiving the said Affidavit or verification, whichever first occurs.

Attached hereto is a true and correct copy of my state issued driver's license or state issued identification card. I understand that a driver's license or identification card shall only be accepted if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card. I understand that the Georgia Attorney General/State Law Department's website posts an annually updated list of the states that verify immigration status prior to the issuance of a driver's license or identification card and that only issue licenses or identification cards to persons lawfully present in the United States.

________________________________________
BY: Printed Name

________________________________________
Signature

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE
_____ DAY OF _____________________, 20____

Notary Public
My Commission Expires: ______________________
APPENDIX V - OFFEROR’S EXCEPTIONS FORM
OFFEROR’S EXCEPTIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the RFP terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must take an exception the Offeror shall provide the requested information for each exception or suggested deviation in the table below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS' discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, paragraph #, title, clause</th>
<th>Exception Taken and Reason</th>
<th>Proposed Resolution of Exception</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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</table>

OFFEROR: _________________________________ (Name of Offeror) FCS RFP No. __153-19__

By: _______________________________ (Signature) Date: ____________

______________________________ (Printed name)

______________________________ (Title)

NOTES:
• All cells within a row must be completed for each exception.
• Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the scope of work and/or technical requirement in issue (e.g., Section – Request for Proposal, Paragraph 5, Technical & Functional Requirements, Subparagraph 5.1.15 "integration with LMS third party systems").
• Exception Taken: Specify exception and reason for exception.
• Proposed Resolution of Exception: Provide proposed resolution of the exception taken.
• Price/Schedule Impact: Identify impact to schedule and price, if exception or deviation is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.
APPENDIX VI - OFFEROR’S MODIFICATIONS FORM
OFFEROR'S MODIFICATIONS

The terms and conditions contained in the solicitation comprise the contract proposed by FCS. FCS does not intend to make changes to those terms and conditions, unless necessary to clarify the scope of work and/or technical requirements. Offeror may lose points for substantive modifications proposed by Offeror which materially differ from the RFP terms and are likely to, in the opinion of FCS, require substantial legal negotiations to resolve. In addition, failure to accept the terms and conditions may result in significant unacceptable delays in FCS’ ability to award a contract and may result in an Offeror’s proposal being deemed to be nonresponsive. Nonetheless, if an Offeror must propose modifications to any of the contractual terms contained in the solicitation the Offeror shall provide the requested information for each proposed modification in the table below. Offerors who submit a proposed or sample contract must still specifically identify each proposed modification using the format below. By completing and submitting this form, an Offeror acknowledges that its proposal may be deemed to be nonresponsive at FCS’ discretion.

<table>
<thead>
<tr>
<th>No.</th>
<th>Section #, Paragraph #, title and clause</th>
<th>Modification Proposed and Reason</th>
<th>Proposed Contract Provision to be substituted</th>
<th>Price / Schedule Impact</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

OFFEROR: ___________________________________________ (Name of Offeror)  FCS RFP No. __153-19___

By: ________________________________________________ (Signature)  Date: _____________________

_____________________________________________ (Printed name)

_____________________________________________ (Title)

NOTES:

- All cells within a row must be completed for each proposed modification.
- Section number, paragraph number, title and clause number: Identify section number, paragraph number, title, and clause containing the contract provision in issue (e.g., Section II, paragraph 4, Insurance, subparagraph D, Health Insurance, "sole and exclusive responsibility").
- Proposed Modification: Specify proposed modification to contractual term and reason for modification.
- Proposed Contract Provision to be substituted: Provide proposed contract provision to be used in place of the existing provision, if modification is accepted by FCS.
- Price/Schedule Impact: Identify impact to schedule and price, if modification is accepted.

THIS FORM IS FOR PROPOSAL EVALUATION ONLY AND WILL NOT BE A PART OF THE CONTRACT.