

DATE: April 17, 2009

TO: All Offerors

FROM: Angela R. Young 
Director of Contracting

RE: **Request for Proposal No. 185-09, Consulting Services for Design and Development of an Enterprise Information Management System including a Web Portal**

The Fulton County Board of Education invites you to submit a proposal for furnishing any or all labor and materials to provide a Consulting Services for Design and Development of an Enterprise Information Management System including a Web Portal, per attached Request for Proposal.

A Pre-Proposal Conference will be held on **Wednesday, May 6, 2009 at 9:00 a.m.**, at The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349.

Sealed Proposals will be received subject to the attached terms specified in "Instructions & Conditions", at the office of the FCS Contracting Department, The Meadows Operations Center, 5270 Northfield Boulevard, College Park, Georgia 30349. **The proposals will be received up to 2:30 p.m., local time (as per the Contracting Department time clock) on Thursday, May 21, 2009.**

Questions regarding the bidding process should be directed in writing to the Director of Contracting via facsimile at (404) 765-7152. **Only questions received prior to 4:30 p.m., Monday, May 11, 2009 will be considered.**

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

PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE, ONE PROPOSAL PER ENVELOPE, PLAINLY MARKED "REQUEST FOR PROPOSAL NO. 185-09" ON THE OUTSIDE OF THE ENVELOPE, AS WELL AS DATE OF PROPOSAL OPENING. IF NOT SUBMITTING A PROPOSAL, THEN "NO BID" MUST BE INDICATED AS SUCH ALONG WITH THE SOLICITATION NUMBER ON OUTSIDE OF AN ENVELOPE. FOR IDENTIFICATION PURPOSES THE VENDOR'S NAME AND COMPLETE ADDRESS SHALL BE CLEARLY PRINTED OR TYPED ON THE OUTSIDE OF THE ENVELOPE. FAXED RESPONSES WILL NOT BE ACCEPTED.

VISIT US AT OUR WEBSITE www.fcspurchasingdept.org

SOLICITATION NO. 185-09

REQUEST FOR PROPOSAL (RFP)

FOR

**CONSULTING SERVICES FOR DESIGN AND DEVELOPMENT OF AN ENTERPRISE
INFORMATION MANAGEMENT SYSTEM INCLUDING A WEB PORTAL**

**FULTON COUNTY SCHOOL DISTRICT
CONTRACTING DEPARTMENT
5270 NORTHFIELD BOULEVARD
COLLEGE PARK, GEORGIA 30349**

April 17, 2009

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FOR

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PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

A. 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. Sealed proposals in set of seven (1 original and six copies) will be submitted to the office of the FCS Contracting Department, 5270 Northfield Boulevard, College Park, Georgia 30349. 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. The Board of Education reserves the right to accept or reject any or all proposals and to waive minor irregularities and technicalities. The judgment of Fulton County School District on such matters shall be final.

B. 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 offeror provided proposal(s) 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 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 Fulton County School District.

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 offerors in the competitive range.

PROPOSAL CONDITIONS

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 Fulton County School District. 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.) are settled, a contract letter will be issued to the offeror as described in more detail in Section II of this RFP.

C. OWNER’S REPRESENTATIVE

- a. The owner for whom work will be executed is: Fulton County School District, Georgia hereinafter FCS.

D. 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 offerors are invited to inform the FCS Contracting Department 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 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. Brand names and numbers when provided in solicitations are for reference to establish a quality standard. Any reference to a brand name shall not be construed as restricting to that manufacturer (unless “no substitutes” is stated). Proposals on equal items will be considered, provided the proposal clearly describes the article offered and it is equal or better in quality and function and fully compatible with this requirement.
- d. By submitting a proposal the vendor warrants that any goods supplied to the FCS meet or exceed specifications set forth in this solicitation except as may be otherwise noted in vendor’s exceptions.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

- e. If proposing on other than the make, model, brand or number as requested in the solicitation and offered as an equal, complete technical information, specifications, manufacturer's name and catalog reference shall be clearly stated in the proposal. Any deviation between brand offered and brand specified shall also be clearly indicated. A complete list of deviations and a descriptive catalog cut shall be attached to the proposal.
- f. To be considered for award, goods of foreign manufacture shall meet all specifications contained in the solicitation, shall be in stock in the continental United States, and shall be available for immediate shipment at the time a vendor submits a proposal.
- g. The Director of Contracting will be the sole judge in making determination as to the quality.
- h. All supplies, materials, and equipment provided to the FCS 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 vendor delivering any such equipment to the FCS will be deemed to have breached the contract, and appropriate action will be taken by the Director of Contracting Department.
- i. Time of delivery is a part of the solicitation and an element of the contract that is to be awarded. If the offeror cannot meet the required delivery date, a proposal should not be submitted. Offerors 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.
- j. An authorized officer of the company shall sign proposals.

5. FAILURE TO RESPOND TO THE SOLICITATION

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

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

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 person or firm unless otherwise stated in writing and agreed to by FCS.

7. CHARGES AND EXTRAS

Proposals shall define all pricing. 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

Proposers are notified that they must thoroughly examine proposal documents which include, Cover Sheet, Table of Contents, Proposal Conditions, Specifications, Request for Sealed Proposal and Bidder's Checklist, together with Addenda thereto issued prior to the receipt of proposal.

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 (404) 765-7152 to the Director of Contracting for interpretation.

Interpretations of proposal documents will be made by Addenda only. Copies of all addenda will be posted on the 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. The Fulton County School District will not be responsible for any other interpretations or explanations.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

No oral interpretations will be made to proposers as to meaning of proposal documents. Requests for such interpretations shall be made in writing to the 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 the Fulton County School District. All interpretations made to the proposers shall be made to the form of addenda to the proposal documents and sent to all proposers. Offerors 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 the FCS, unless proposer makes a request in writing to the Owner prior to time set for receiving proposals, or unless the Owner fails to accept or reject the proposal within ninety (90) days after the date fixed for receiving said proposals.

10. ADDITIONAL TERMS

The FCS shall not be bound by any terms and conditions included in any offeror's packaging, service catalog, brochure, technical data sheet or other document which attempts to impose any conditions at variance with or in addition to the terms and conditions contained in this solicitation, the FCS purchase order related to this solicitation or contract. If the offeror objects to any term or condition that shall relate to a contract resulting from this solicitation, the objection shall be clearly stated on a separate page entitled "Objection to Term or Condition" and placed in the proposal immediately after the executive summary. FCS will not consider any proposed agreement from the vendor that is not submitted initially with the vendor's proposal. The Fulton County School District is under no obligation to consider any objection(s) to the agreement raised by the vendor after the submission of its proposal.

If the objection is accepted by FCS it will be stated in the Purchase Order. If not stated in the purchase order the terms and conditions shall remain as written in the solicitation.

11. COMPLIANCE WITH LAWS

All property or services furnished shall comply with all applicable Federal, State and Local laws, codes and regulations, including all FCS policies and procedures. This solicitation and any contract arising out of the solicitation shall be interpreted under the laws of the State of Georgia. 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 Courts, Northern District, Atlanta Division.

PROPOSAL CONDITIONS

SECTION I – PREPARATION AND SUBMISSION OF PROPOSALS

12. PROTESTS

Protests dealing with the specification or the solicitation shall be filed not later than three (3) working days prior to proposal due date. Other protests shall be filed not later than three (3) working days after proposal due date, or if the protest is based on subsequent action of the 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 Director of Contracting. Protests which are not filed in a timely manner, as set forth above will not be considered. FCS shall be entitled to all of its attorney's fees and any costs of litigation associated with any protest by a vendor if the FCS is a prevailing party in a court of competent jurisdiction related to any vendor protest.

13. PURCHASING POLICY

The FCS Purchasing Policy, Purchasing Procedures and Regulations are incorporated to this solicitation (and, therefore, any contract awarded as the result of this solicitation) by reference. By participation in this solicitation a bidder, potential bidder, or contractor agrees to be bound by the FCS Purchasing Policy, Purchasing Procedures and Procedures and Purchasing Regulations in any issue or action related to this solicitation or subsequent contract resulting from this solicitation.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

1. CONTRACT LETTER

The contract notification letter or establishing purchase order prepared and mailed by the Fulton County School District, 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 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 notification letter or establishing purchase order. Unless specifically deleted in writing by addendum or amendment to one of the aforementioned documents of the contract by the Director of Contracting all terms and conditions of the FCS contract documents shall be in affect and shall govern if in conflict with any term or condition otherwise presented. The contract shall be interpreted, construed and given effect in all respects according to the laws of the State of Georgia.

2. SAMPLES

Samples when required shall be furnished free of expense to FCS according to solicitation instructions and within 10 days of date of request. Samples shall be tagged with offeror's name and solicitation number. Samples not used or not destroyed in testing will be returned to the offeror at his request and expense after contract award. Cost of inspection or testing of samples, which prove not to meet specifications, shall be paid by the offeror.

3. 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 the Fulton County School District. Proposals will be evaluated on a combination of factors (see the RFP portion of this solicitation for weighted evaluation factors).

4. 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.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

5. INSURANCE

When the selected contractor has been identified, he will be notified of the necessity to provide required insurance. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

A. The following general requirements apply to any and all work under this contract by all Contractors and Sub-Contractors 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, and until all work has been completed to the satisfaction of Fulton County School District. Any and all insurance must be on an occurrence.

No Contractor or Subcontractor shall commence any work of any kind under a contract until all insurance requirements contained within the solicitation have been complied with and until evidence of all insurance requirements in each and every contract with each and every subcontractor of any tier and shall require the same to comply with all such requirements.

- (2) The Owner shall be covered as an Additional Insured under any and all applicable insurance required by the contract documents. Confirmation of this requirement shall appear on any endorsements to any and all applicable policies. The vendor acknowledges that additional insured status for FCS is a material term of the agreement and the vendor agrees to provide any endorsements to any insurance policies reflecting FCS status as an additional insured within thirty (30) days of the request.
- (3) The Fulton County School District shall be given no less than thirty (30) days notice of cancellation. The Fulton County School District shall be given not less than thirty (30) days prior written notice of material changes of any insurance required under this contract.
- (4) Each and every agent shall warrant when signing the certificate of insurance that he is acting as an authorized representative on behalf of the companies affording insurance coverage under the contract and that he is licensed by the State of Georgia to conduct insurance business in the State of Georgia and that the companies affording insurance coverage are currently licensed by the State of Georgia and are currently in good standing with the Commissioner of Insurance for the State of Georgia.

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

- (5) Any and all companies providing insurance required by a contract must meet the minimum financial security requirements as set forth below. The rating for each company must be indicated on the certificate of insurance.

For all contracts, regardless of risk, companies providing insurance under this contract must have a current:

- (a) Best's Rating not less than A, and
 - (b) Best's Financial Size Category not less than Class VII
- (6) In the event the Contractor 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 moneys then due or thereafter to become due to the Contractor or FCS shall have the right to cancel the contract.

B. Worker's Compensation and Employer's Liability Insurance

The contractor shall procure and maintain Worker's 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 the contract.

Worker's Compensation	Statutory
Employer's Liability	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	100,000 each employee
Bodily Injury by Disease	500,000 policy limit

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

C. Comprehensive General Liability Insurance

The Contractor shall procure and maintain Comprehensive Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following specific extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form
- (2) Contractual Insurance
- (3) Personal Injury
- (4) Broad Form Property Damage
- (5) Premises – Operations
- (6) Completed Operations

This coverage shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under the contract. Policy coverage must be on an occurrence basis.

D. Automobile Liability Insurance

The Contractor shall procure and maintain Automobile Liability Insurance in an amount not less than \$1,000,000.00 for bodily injury and property damage combined single limit. The following extensions of coverage shall be provided and indicated on the certificate of insurance.

- (1) Comprehensive Form

E. Owned, Hired, Leased and Non-owned vehicles to be covered.

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

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

F. Hold Harmless Agreement

The contractor shall Hold Harmless and indemnify the FCS from any and all claims, suits, actions, damages, liability and expenses including attorney fees in connection with 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 contract which is the result of the contractor'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 contractor. The contractor's obligation 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.

6. QUALIFICATION

The offeror represents and warrants that the employees that it uses to perform any services under this agreement will be qualified and competent to perform the services. Failure to provide competent or qualified employees to perform the services under this agreement is acknowledged by the vendor to be a basis for termination of the agreement. Further, the offeror represents that it is appropriately registered to transact business in the State of Georgia. The offeror shall clearly identify in its proposal the business entity with whom FCS will be contracting, including the proper name of the business entity and the state in which the business entity is registered.

7. INDEPENDENT CONTRACTOR

Offeror agrees that it is an independent contractor and FCS is not responsible for the payment of any salaries, taxes, benefits, insurance, or other costs associated with the employment of Vendor's employees under this Agreement. FCS is not responsible or liable for the hiring, termination, or discipline of vendor's employees.

8. INTEGRATION

The RFP terms and conditions, any exhibits attached thereto, the offeror's proposal and BAFO, and any exhibits attached thereto, constitute the entire agreement between the parties, 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 Agreement which are not included in or attached to this Agreement. The Agreement may be modified or amended solely in a writing signed by both parties. The parties agree that any

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

preprinted terms contained in vendor's packaging or invoices, acknowledgments, shipping instructions, or other forms, that are inconsistent with or different from the terms of the Agreement will be void and of no effect even if signed by the party against which their enforcement is sought.

9. CONFIDENTIALITY

Subject to the Georgia Open Records Act (O.C.G.A. § 50-18-70 et.), "Confidential Information" means information belonging to or in the possession of a party which is confidential or a trade secret and is furnished or disclosed to the other party under the Agreement (including information exchanged in contemplation of entering into the Agreement): (i) in tangible form and marked or designated in writing in a manner to indicate it is confidential or a trade secret; or (ii) in intangible form and that either is of a nature that a reasonable person would understand to be confidential or a trade secret or is identified as confidential or a trade secret in a writing provided to the receiving party within thirty (30) business days after disclosure; or (iii) student's educational records deemed confidential by the Family Educational Rights and Privacy Act (FERPA).

Confidential Information will remain the property of the furnishing party, and the receiving party will not be deemed by virtue of the Agreement or any access to the furnishing party's Confidential Information to have acquired any right, title or interest in or to the Confidential Information. The receiving party agrees: (i) to hold the furnishing party's Confidential Information in strict confidence affording the furnishing party's Confidential Information at least the same level of protection against unauthorized disclosure or use as the receiving party normally uses to protect its own information of a similar character, but in no event less than reasonable care; (ii) to limit disclosure of the furnishing party's Confidential Information to personnel furnished by the receiving party to perform Services under the Agreement or otherwise having a need to know the information for the purposes of the Agreement; (iii) not to disclose any such Confidential Information to any third party; (iv) to use the furnishing party's Confidential Information solely and exclusively in accordance with the terms of the Agreement in order to carry out its obligations and exercise its rights under the Agreement; and (v) to notify the furnishing party promptly of any unauthorized use or disclosure of the furnishing party's Confidential Information and cooperate with and assist the furnishing party in every reasonable way to stop or minimize such unauthorized use or disclosure.

Vendor further acknowledges that the student information entered, transferred and maintained under this Agreement contains confidential student information of a highly sensitive nature. Vendor represents and warrants that said information will be

PROPOSAL CONDITIONS

SECTION II – CONTRACT AWARD

kept confidential in a safe and secure environment at all times during all steps in the data transfer or storage process for which vendor controls or has contracted with a third party to perform those services. In the event that there is a breach of any confidential student information then vendor will notify the School District immediately, but no later than twenty-four (24) hours from discovery of the breach.

Vendor will immediately use all available resources to fix any breach in its security system and to assist in the recovery of any confidential information, including cooperating with School District or the appropriate law enforcement agency.

If at anytime during the term of this Agreement that vendor provides or permits access by any third party to any confidential student information, then vendor hereby warrants that the third party contractors have adequate security measures in place to securely and safely store confidential student information.

If the receiving party receives a subpoena or other valid administrative or judicial notice requesting the disclosure of the furnishing party's Confidential Information, the receiving party will promptly notify the furnishing party. If requested, the receiving party will provide reasonable cooperation to the furnishing party in resisting or limiting the disclosure at the furnishing party's expense. Subject to its obligations stated in the preceding sentence, the receiving party may comply with any binding subpoena or other process to the extent required by law, but will in doing so make every effort to secure confidential treatment of any materials disclosed.

Subject to federal and Georgia law, and upon termination or expiration of this Agreement the receiving party, at the furnishing party's option, will return or destroy all Confidential Information of the furnishing party that the receiving party does not possess under a valid license; provided that vendor may retain one (1) copy of all of its work products (including working papers) produced under the Agreement for archival purposes. Vendor recognizes that School District must comply O.C.G.A. § 50-18-90 et al and Fed.R.Civ.P. 26, as applicable.

Each party agrees that if a court of competent jurisdiction determines that the receiving party has breached, or attempted or threatened to breach, any of its confidentiality obligations to the furnishing party or the furnishing party's proprietary rights, money damages will not provide an adequate remedy. Accordingly, the furnishing party will be entitled to seek appropriate injunctive relief and other measures restraining further attempted or threatened breaches of such obligations.

PROPOSAL CONDITIONS

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 writing by the FCS Contracting Department.

2. COST OF INSPECTION OR TESTING

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

3. PAYMENT

The contractor shall invoice Fulton County School District 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. BACK ORDERS

Back orders may be made only when specifically authorized to do so by FCS Contracting Department. The necessity to back order may be deemed a breach of contract.

5. 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 bid, the 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 5 days of receipt of either notice. Failure to do so will be cause for termination.

In such event with specific instructions by the 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.

PROPOSAL CONDITIONS

SECTION III– POST AWARD

- 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.
- 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 year.

6. TERMINATION FOR CONVENIENCE

FCS reserves the right to terminate at any time for any reason at any time with no penalty any contract awarded through this solicitation.

7. PERMITS, TAXES, LICENSES, ORDINANCES, AND AGREEMENTS

The contractor shall, at his own expense, obtain all necessary permits, give all notices, pay all license fees and taxes, comply with all applicable local, State and Federal laws, ordinances, rules and regulations. The contractor shall maintain the licenses 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.

8. NON-APPROPRIATION

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

PROPOSAL CONDITIONS

SECTION III – POST AWARD

9. OFFEROR’S APPLICATION FORM

If the contractor does not have an application on file with Fulton County School District please go to www.fcspurchasingdept.org to register.

10. PROGRESS REPORTS

When requested by the Owner, the contractor shall furnish such reports as required.

PROPOSAL CONDITIONS

SECTION IV– OTHER

1. NONDISCRIMINATION

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 NONDISCRIMINATION

Fulton County School System 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 NONCOLLUSION

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." This solicitation also conforms with O.C.G.A. § 20-2-505.

PROPOSAL CONDITIONS

SECTION IV – OTHER

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.

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 law or under the contract.

ADDITIONAL CONDITIONS

1. CONTRACT TYPE

The contract type contemplated for this RFP is a Consulting Agreement with a fixed price.

2. CONTRACT TIMEFRAME

Contract period shall be for one year subject to Paragraph 3, Options below.

3. OPTIONS

In addition to the base period of one year, there is 1 option of one-year length to be exercised at the sole discretion of FCS at the same terms, conditions and pricing as established by the contract.

4. CATEGORIES OF AWARD

Fulton County Schools reserves the right to award to a single vendor, to no vendor, or to multiple vendors if deemed to be in the best interest of FCS.

5. OTHER PROCEDURES

A. RECEIPT OF ADDENDUM CLAUSE

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 vendors do not acknowledge receipt of all addenda the bid or proposal may be determined to be non-responsive by FCS Contracting Director.

B. SUBMITTALS

Bidders/Offerors are responsible for submitting bids/offers/submittals 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 bidder/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.

Fulton County School District shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

ADDITIONAL CONDITIONS

C. PROFESSIONAL LIABILITY INSURANCE

Contractor will maintain at its expense: Professional Liability Insurance, with a minimum AM Best Rating of A, VII, in the amount of \$500,000.00 including coverage for errors and omissions caused by Contractor's negligence in the performance of its duties under this agreement. Proof of insurance shall be provided within 15 days of the date of written notification to the contractor.

FCS shall be covered as an Additional Insured under any and all insurance required by the contract documents. Confirmation of this requirement shall appear on all certificates of insurance and on any and all applicable policies. School District shall not be responsible for the premature opening of a bid/proposal not properly addressed and identified, and/or delivered to the incorrect destination.

D. CONSULTING CONTRACT

This is a consulting contract for Consulting Services for Design and Development of an Enterprise Information Management System including a Web Portal set forth within this solicitation. The quantities specified in the schedules are estimates only. There are no guarantees as to the amount FCS will purchase over the time period stated and therefore, no liability for non-purchase. More or less of the estimated quantity may be purchased.

Delivery or performance shall be made only as authorized by Purchase Orders issued by FCS Contracting Department. The contractor shall furnish to FCS all items specified in the schedule of the order issued by FCS.

6. OWNER'S REPRESENTATIVE

The owner's representative for this contract is Michael Murray, Chief Information Officer, or his designee. Vendor acknowledges and understands his responsibility that the vendor is to provide the School District with unbiased, accurate information in the best interest of the School District. Further, the vendor is to disclose to the School District immediately if it has any financial interest – other than the compensation identified in the solicitation -- in any of the recommendations made by the vendor to the School District. Finally, if the vendor recommends a specific business entity to the School District, the vendor is to disclose to the School District immediately if it has any familial connection to any such business entity.

ADDITIONAL CONDITIONS

7. CONTRACT OPERATIONS

The contract awarded by this solicitation will be governed by written agreements to include, but not limited to Purchase Orders and Change Orders authorized by the FCS Contracting Director. No oral agreement made by FCS personnel in and/or out of the Contracting Department will obligate FCS unless confirmed in writing and authorized by the Contracting Director by written or electronic signature.

8. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT (SB 529) CLAUSE

Contractors/vendors shall be in compliance with O.C.G.A. § 13-10-91 and Georgia Department of Labor Rule 300-10-1.02 which are conditions for contract award.

Failure to provide the Immigration and Security Form (Appendix I) with your proposal shall result in your proposal being declared non-responsive.

9. WITHDRAWAL OF PROPOSALS

A proposal cannot be withdrawn after it is delivered to the FCBOE, unless proposer makes a request in writing to the Owner prior to the time set for receiving the proposals, or unless the **owner fails to accept or reject the proposal within one hundred and twenty days after the date fixed for receiving said proposals.**

REQUEST FOR PROPOSAL

1. EXECUTIVE SUMMARY

In November of 2008, Fulton County Schools (FCS) began an effort to strengthen its Enterprise Information Management (EIM). This project was developed to build upon FCS' ongoing investments in data quality by strengthening data systems, improving integration, access, and data timeliness, and providing stakeholders with comprehensive access to data that is needed to make important decisions.

As a result of the initial investigation, the current information flow between systems was assessed and is depicted on Appendix II. A second assessment was made to determine the desired future information flow for FCS. This is depicted on Appendix III. Please note the following key components of the future information flow model for FCS:

- Operational Systems including the following:
 - o Human Resources and Finance Information (SAP)
 - o Student Information (SASI and Encore) (Note: A new, as-yet undetermined student information system will be implemented during the 2009-10 school year.)
 - o Nutrition information (Horizon, Fastlane, VBoxx, and Nutrilink)
 - o Transportation information (EDULOG, WebView, TOM, CardLink, and Comet Tracker)
 - o Operational Planning information (ARCGIS and other departmental databases)
 - o Other departmental databases
- Common Information Model
- Governance
- External Adapter
- External Systems and Governmental Reporting
- Common Analysis and Reporting Solution
- Web Portal

1. PURPOSE

The purpose of this Request for Proposal is to enter into a contract with a qualified firm for Enterprise Information Management (EIM). The selected vendor will then work with FCS through the Planning, Design, and Development process to transition the information flow in FCS from the current model to the future model depicted in Appendix II. .

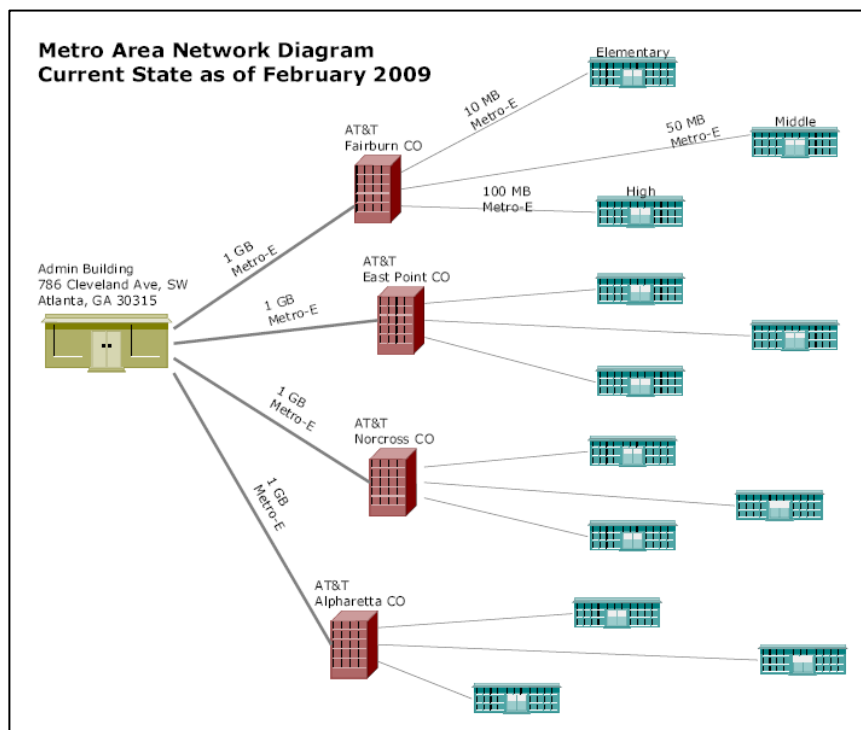
REQUEST FOR PROPOSAL

2. BACKGROUND

FCS is the K–12 public school system that serves Fulton County, Georgia. The district includes 94 schools for 88,000 enrolled students. The district employs approximately 14,000 employees. The annual operating budget is approximately \$857 million, 85 percent of which is salaries and benefits.

The FCS environment is currently comprised of Microsoft Windows servers, Microsoft SQL Server databases, Active Directory security, and .Net based applications with no staff skills in Linux, Oracle, or Java development. FCS also currently owns Cognos as a reporting tool. Implementation has not yet begun, however, and the system is open to other business intelligence reporting solutions.

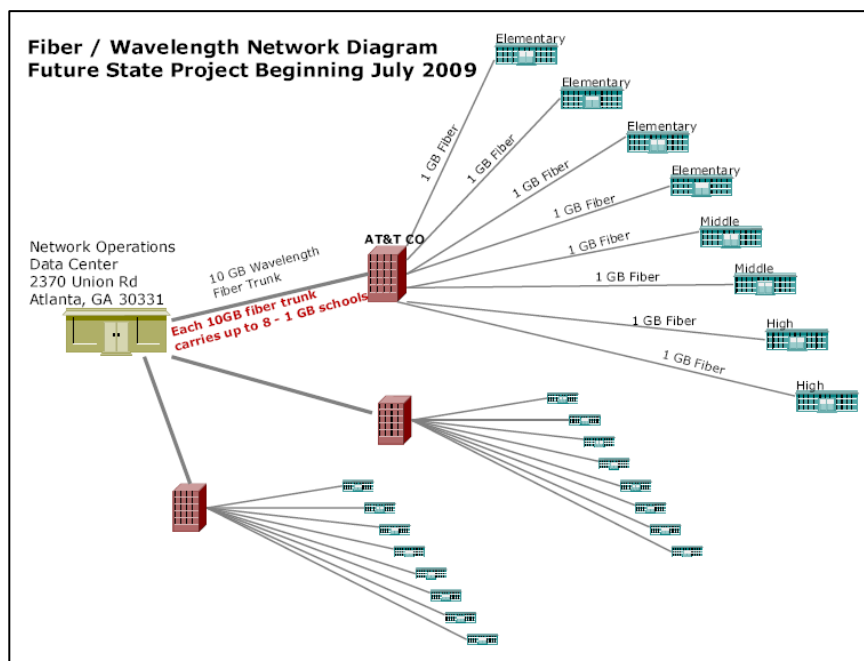
Current Network Infrastructure – The current wide area network infrastructure is composed of a series of Metro-E circuits of varying capacity emanating from the district data center located in the FCS Administration Building as depicted in the following diagram. (Each elementary school has a 10MB connection. Each middle school has a 50MB connection. Each high school has a 100 MB connection.)



Several initiatives that will greatly enhance the overall stability and capacity of both the data center and network infrastructures have recently been approved by the Fulton County Board of Education. Work on a new data center is scheduled to be completed in the May 2009 timeframe. The new data center will be the hub of a new wide area network infrastructure,

REQUEST FOR PROPOSAL

which will provide one gigabit fiber connections to all FCS schools by January 2010 as depicted in the following diagram.



Current Systems Overview – The following is a list of major business systems supporting core operational processes.

System	Description
Achievement Series by Scantron	An assessment tool used to develop and administer benchmark tests, capture results, and produce standards-based reports. Part of the SAMS suite.
ArcGIS	Geographical Information System Mapping software.
Data Warehouse	Data storage for student and assessment data. SmartWeb is the tool that is used for error-reporting out of the data warehouse. The current platform for the data warehouse is SQL Server 2000, although an upgrade to SQL Server 2008 is planned in the near future. School Data Bus is the

REQUEST FOR PROPOSAL

System	Description
	current ETL tool in use.
EDULOG	Student transportation management software. WebQuery is the web-based version of EDULOG.
Horizon	Food service software application for inventory, nutrient analysis, menu planning, reporting and POS (Point of Sale).
SAMS	Student Achievement Management System (SAMS). The primary reporting tool from the data warehouse for school-based administrators and teachers. SAMS also acts as a repository for current curriculum and materials.
SAP	The Enterprises Resource Planning software for FCS. SAP contains modules relating to Accounting, Budget, Human Resources, Enterprise Learning and Logistics.
SASI	This is the current system for entering and maintaining student information. SASI will no longer be supported by the vendor as of July 2010 and is scheduled to be replaced during the 2009-10 school year.

3. SCOPE OF WORK

The intent of FCS is to award a consulting contract for the planning, design, and development of an Enterprise Information Management (EIM) system. The project scope includes but is not limited to: implementation planning and project management; recommendations for all necessary technology and software; integration and installation services; recommendations for servers and other hardware; interfaces between external and internal applications; testing; training; deployment; documentation; system recovery; and back-up and restore capabilities.

REQUEST FOR PROPOSAL

The project scope includes the following four major areas of effort:

- Development of the data interchange between current operational systems and the Common Information Model (CIM). Use if SIF interoperability is preferred wherever possible. See Appendix IV for additional information required from proposers regarding SIF.
- Design and modeling of the Common Information Model.
- Implementation and utilization of a powerful business intelligence reporting tool (ex. Cognos, Business Objects) as the common reporting and analysis solution. The reporting environment should include standard reporting capability, ad hoc reporting capability, analytical capability; advanced analytics capability, capability to distribute reports, capability to publish/subscribe to reports, and customized data visualization.
- Design and implementation of a web portal featuring the following: identity management, standard layouts and branding, content management, collaboration, document management, internal systems integration, and a reporting portal.

The proposed timeline for this contract is from July 2009 through June 2011. After a 30-day planning period, the selected vendor will be expected to submit an implementation plan covering the remainder of the contract period. The plan should also identify the desired functionality that can be implemented during the contract period and include the sequencing of implementation.

The implementation plan should factor several short-term needs and objectives into the prioritization of content and development included in each phase of the project. Deliverables to address short-term needs will be expected within six (6) months of the project start date. These needs include, but are not limited to:

- Parent access to student data
- Enhancement of website appearance and accuracy of information
- Single sign on for employees to access multiple applications

4. BASIC OBJECTIVES TO BE ACCOMPLISHED

- Improvement of communication to district stakeholders, including students, faculty, and parents.
- Provision of centralized data management.
- Improvement of overall quality, accessibility, and timeliness of data.
- Implementation of an integrated information model.
- Improvement in the exchange of information between application systems via common, centralized ETL processes.
- Implementation of formal, automated, business-rule-based processes to provide enhanced data quality.
- Integration of information from priority FCS operational systems into a common data warehouse.

REQUEST FOR PROPOSAL

- Transition to a consistent and automated data exchange between FCS systems, and with external clients and consumers, utilizing standard exchange formats (e.g. XML).
- Utilization of a powerful business intelligence reporting tool (ex. Cognos, Business Objects) to provide an enhanced reporting environment for operational and stakeholder reports. The reporting environment should include various types of information visualization such as physical reports, dashboards, and charts.
- Implementation of identity management capability providing each user one login (i.e. user name and password) that provides access to multiple systems.
- Implementation of a web-based portal environment which provides employees, teachers, administrators, parents, and students with centralized access to a broad array of information. This environment should include, but not be limited to:
 - a. Web-enabling client server applications, including Student Information and E-Business applications.
 - b. Document management and presentation.
 - c. Broader access to data, data analytic tools, dashboards, and more flexible reporting.
 - d. Knowledge exchange collaboration.
 - e. Access to operational systems and databases using a “single point of sign-on”.
 - f. Centralized work flow and content publishing.
 - g. Interface to productivity applications, Student Information System, SAP, and other FCS specific applications including the Microsoft Office Suite, a district calendar, and e-mail.
- Development of internal capacity to support the system after the contract engagement period ends.

REQUEST FOR PROPOSAL

A. OFFEROR'S RESPONSIBILITY:

It shall be the responsibility of the selected offeror to meet all specifications and guidelines set forth therein. No offer will be considered that does not provide a serious and reasonable proposal to the solicitation. Each proposal will be evaluated in its entirety.

B. ORAL INTERVIEW:

Fulton County Schools may require qualified offerors to participate in a detailed oral interview to fully discuss their proposal and qualifications for this project and to answer questions posed by the Fulton County Schools. A final selection may be based upon the evaluation of both the written and oral responses of each offeror.

C. SUBMISSION OF PROPOSAL:

Proposals shall be submitted in three sections: (1) technical capability (2) business stability (3) price. [One (1) original and six (6) copies] of the proposal shall be provided in a loose-leaf, three-ring binder. No prohibition shall be placed by this solicitation as to the concept of service the offeror may choose to propose; however, the concept shall be placed within the framework of the three sections.

D. BASIS OF AWARD:

Proposals will be evaluated on a combination of factors. In descending order of importance, the evaluation factors are (1) technical capability (2) business stability (3) price.

E. 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.

REQUEST FOR PROPOSAL

F. EXECUTIVE SUMMARY

An executive summary of not more than two pages stating the offeror's overview of the project shall precede the specific required sections.

G. THE PROPOSAL

SECTION I – PRICE

In this section the offeror shall outline a pricing schedule that identifies all pricing elements discussed in the proposal to accomplish the FCS requirements. The proposal should clearly identify the basic objectives that will be included in the proposal. The proposal should include only expected costs related to the services. Estimated costs for any additional hardware and/or software necessary for implementation of the EIM under the proposal should also be included for information purposes.

Pricing that is identified in unit measures (prices per hour, day, week, etc.) shall also be accompanied by an estimated number of units expected to complete the task. This method of pricing shall only be used when specific fixed prices cannot be identified.

The dollar cost of services proposal should contain the "Not to Exceed" fee (including any out-of-pocket expense) that the District will be charged for the consulting services. The offeror should also include the hourly rates to be charged for each staff level if the District authorizes an expansion of the scope of the engagement.

SECTION II - TECHNICAL CAPABILITIES

A. Methodologies:

In this section, the offeror shall describe in detail the methodology and procedure that will be used to accomplish the requirements of this RFP. This should include all planning, project coordination, field procedure, costing and valuation techniques. An outline of the organization that will be employed must be provided. The organization outline should clearly describe the numbers and professional category of personnel to be employed, the chain of command of the organization (including the names of key personnel), and any other details that will aid in understanding how the job is proposed to be accomplished. Also, this section shall include the specifics as to the recommendations for the systems that will be implemented, the time schedule may be provided with a discussion as to how the target schedule will be met), and any other information that will assist in the understanding of what the offeror proposes to do and to provide.

REQUEST FOR PROPOSAL

B. Capabilities:

(1) PROJECT DESIGN AND TECHNICAL CAPABILITIES

- Explain the project approach, methodology, project organization, schedule and services to be provided.
- Provide an outline of the organization to be employed with the numbers and professional category of personnel to be employed, the chain of command of the organization, including the names of key personnel, and any other detail that will aid in understanding how the job proposed will be accomplished.
- Clearly define the functional requirements as described in this document and how these will be met by the implementation scheme proposed; diagrams, schematics and charts are encouraged. It is also necessary to detail current and past experience in providing consulting services for a business system solution. This detail should include either business system implementation in K-12 education in districts equal to or greater than the size of Fulton County Schools or other organizations of significant size.
- Provide resumes to include outlining the qualification of each key staff member who will be assigned to the project. The resumes shall include the individual's educational background, professional category, including certifications and licenses; and relevant work experience including similar major project participation.

(2) STATEMENT OF WORK

Provide a detail statement of work which shall include the scope of work, resources and schedule, activities, deliverables and responsibilities. Deliverables should include, but not limited to the following:

- Statement of Work document
- Implementation Plan with clearly identified phases and deliverables (to be presented after 30-day planning period)
- Prioritization of tasks related to implementation
- Business Case document
- Project Plan document
- Logical model schematic
- Gap Analysis document
- Total Cost of Ownership document
- Features and Functionality document

REQUEST FOR PROPOSAL

(3) QUALIFICATIONS/PREVIOUS RELATIVE EXPERIENCE

- Provide information indicating: how long you/your company has been in business; how long you/your company has served the public sector; how many clients you/your company has served; and, the types of services you/your company provides.
- Provide three detailed examples of previous engagements with clients related to systems integration and web portal development, at least one of which must be in the public sector. Without providing privileged information, relate the objectives, the tasks and the outcomes.
- Explain what is unique about your company that places you/your company ahead of your competitors.

REQUEST FOR PROPOSAL

SECTION III - BUSINESS STABILITY

1. **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 and this project's coordination structure; if the firm is a partnership, indicate the name of all partners; if incorporated indicate where and when.
2. **Financial Status** - Describe the financial status of the firm; include the audited financial statements (income statements and balance sheets) for the past two accounting years.
3. **References** - List as references (names, address, contact persons and toll-free phone numbers) a minimum of three clients of similar size and nature to FCS for which a project was completed within the last three years. A brief description of the services provided shall accompany each reference.
4. **Subcontractors** - Indicate the names and addresses and degree of utilization of any and all subcontractors which would be used in the performance of this contract.
5. **Previous Default** - Indicate if you have ever been defaulted on a contract or denied a bid due to non-responsibility to perform. If so, provide the facts and circumstances.

H. REQUEST FOR INFORMATION

All questions and/or correspondence during the entire proposal process shall be directed in writing to the Director of Purchasing.

During the entire period of solicitation, proposal 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.

DATE: _____

TIME: _____

PROPOSAL NO.: _____

NAME OF COMPANY:

The Fulton County Board of Education
5270 Northfield Boulevard
College Park, Georgia 30349

To Whom It May Concern::

Having carefully examined the Proposal Conditions and Specifications entitled “Consulting Services for Design and Development of an Enterprise Information Management System including a Web Portal” for the performance of subject work all dated, and the Addendum(s) _____, 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 bid.

COMMITMENT TO PERFORM AS PROPOSED

Respectfully submitted,

Name of Company

Address of Company

E-Mail Address

Business Telephone Number

Fax Number

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 proposer is:

OFFEROR'S CHECKLIST

PROJECT: _____

PROPOSAL NO.: _____

- ☐ We have acknowledged receipt of addendum/addenda received.
- ☐ Seven (7) proposals 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.

TYPE OR PRINT NAME OF PERSON COMPLETING CHECKLIST

SIGNATURE OF PERSON COMPLETING CHECKLIST

DATE

COMPANY FEDERAL ID NUMBER

COMPANY E-MAIL ADDRESS

COMPANY NAME

**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 Chief Human Resources Officer, Ronnie Wade, 786 Cleveland Avenue, SW, Atlanta, Georgia 30315, or phone (404) 763-4585. TTY 1-800-255-0135.

APPENDIX I

SB 529

Georgia Security and Immigration Compliance Act

FULTON COUNTY SCHOOL DISTRICT

IMMIGRATION AND SECURITY FORM

- A. 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 OCGA 13-10-90 et.seq., Contractor must initial one of the sections below:

_____ Contractor has 500 or more employees and Contractor warrants that Contractor has complied with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act by registering at <https://www.vis-dhs.com/EmployerRegistration> and verifying information of all new employees; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-1-.01 et.seq.

_____ Contractor has 100-499 employees and Contractor warrants that no later than July 1, 2008, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

_____ Contractor has 99 or fewer employees and Contractor warrants that no later than July 1, 2009, Contractor will register at <https://www.vis-dhs.com/EmployerRegistration> to verify information of all new employees in order to comply with the Immigration Reform and Control Act of 1986 (IRCA), D.L. 99-603 and the Georgia Security and Immigration Compliance Act; and by executing any affidavits required by the rules and regulations issued by the Georgia Department of Labor set forth at Rule 300-10-.01 et.seq.

10. Contractor warrants that Contractor has included a similar provision in all written agreements with any subcontractors engaged to perform services under this Contract.

Signature

Date

Firm Name: _____

Street/Mailing Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SUBCONTRACTOR AFFIDAVIT

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with _____, which is under contract with the Fulton County Board of Education, and that the subcontractor has registered with and is participating in a federal work authorization program or 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.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Subcontractor Name)

Date

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 _____, 200____

Notary Public

My Commission Expires:_____

*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).

506448_1.DOC

CONTRACTOR AFFIDAVIT AND AGREEMENT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with the Fulton County Board of Education has registered with and is participating in a federal work authorization program or 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.

The undersigned further agrees that, should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this contract with (name of public employer), contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. 13-10-91 on the Subcontractor Affidavit provided in Rule 300-10-01-.08 or a substantially similar form. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to the Fulton County Board of Education at the time the subcontractor(s) is retained to perform such service.

EEV/Basic Pilot Program User Identification Number

BY: Authorized Officer or Agent
(Contractor Name)

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 _____, 200____

Notary Public

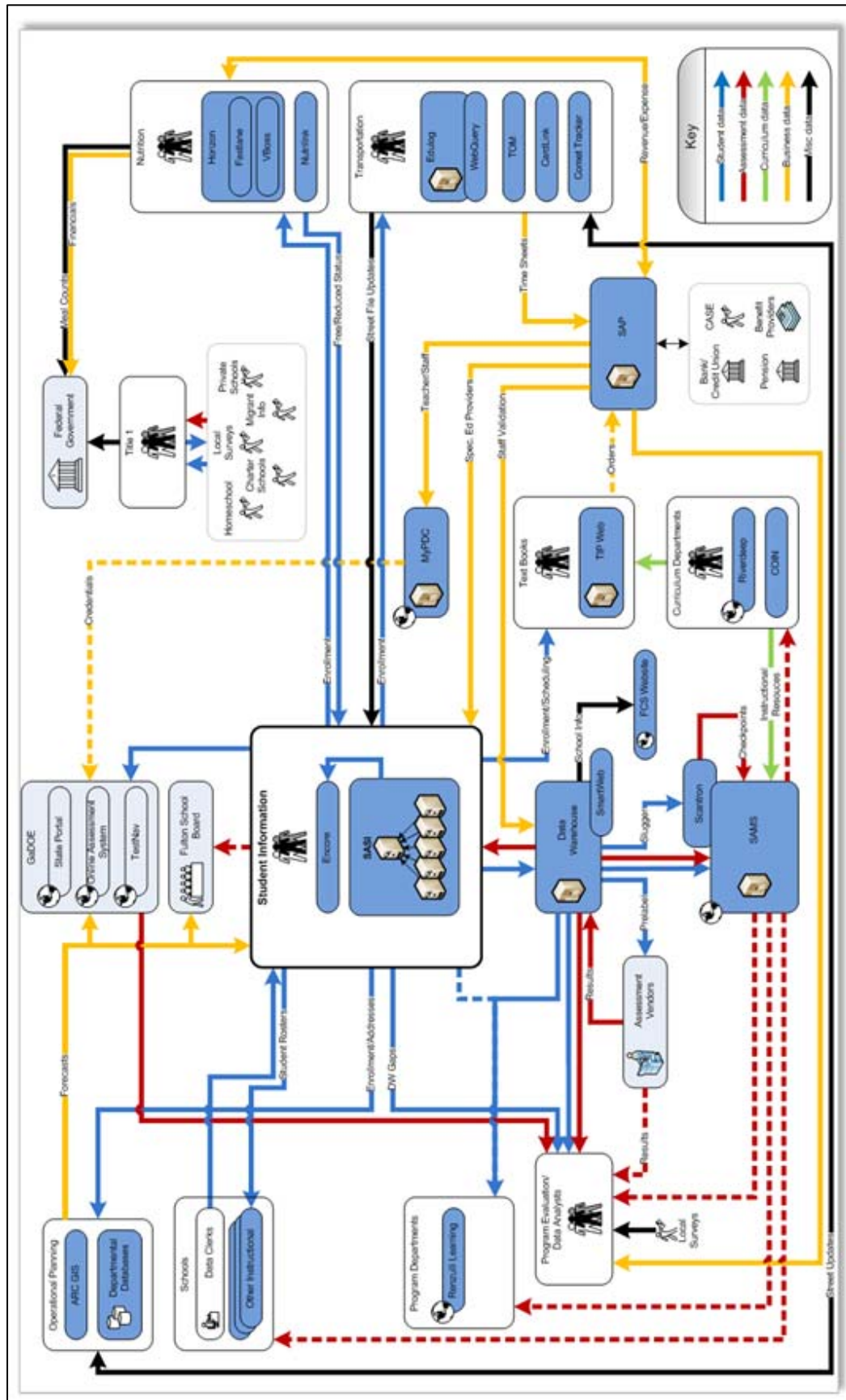
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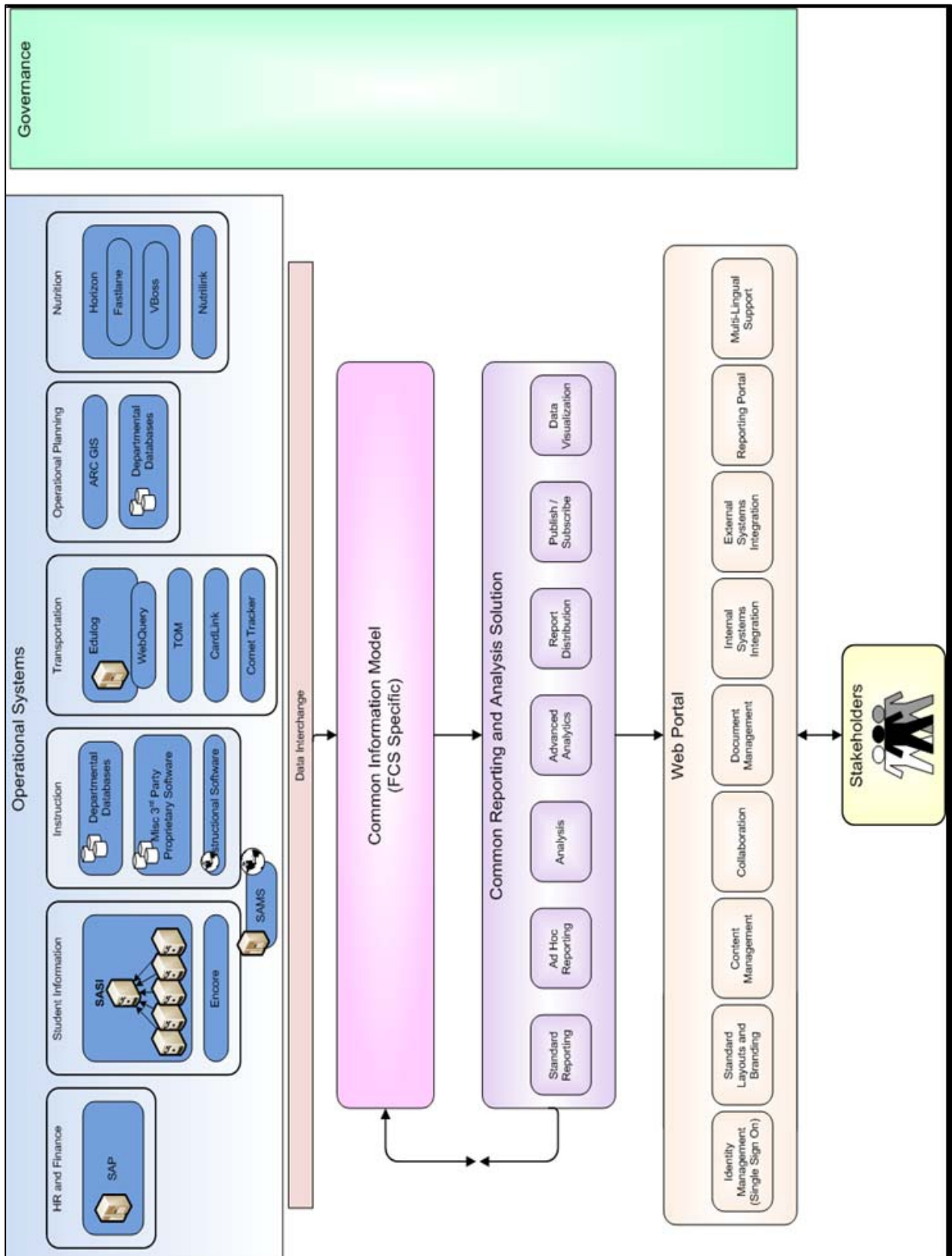
APPENDIX II
Fulton County Schools – Current Information Flow

Fulton County Schools – Current Information Flow



APPENDIX III
Fulton County Schools – Future Information Flow

Fulton County Schools – Future Information Flow



APPENDIX IV
SCHOOL INTEROPERABILITY FRAMEWORK (SIF)
ADDITION INFORMATION REQUIRED FROM PROPOSERS

**School Interoperability Framework (SIF)
Additional Information Required from Bidders**

1. Describe your company's commitment to SIF.
2. Is your company registered as a SIF endorser or participant?
3. SIF
 - a. List your company's Primary Business and Technical SIF contacts.
 - b. List SIF leadership positions held by staff in your organization.
 - c. List SIF working groups in which your company actively participates and staff hours of company involvement in each working group.
4. Zone Integration Server (ZIS):
 - a. Does your company provide or market a Zone Integration Server (ZIS)? (If not, proceed to letter "j").
 - b. Is the ZIS available for implementation?
 - c. Identify the SIF specification versions that the ZIS supports.
 - d. Has the ZIS been tested and implemented in a SIF Showcase, Beta Site or other school district? Please identify all test implementation sites.
 - e. Does your proposal include the cost of the ZIS and implementation?
 - f. Is there an additional cost for upgrades?
 - g. Are training and support for the ZIS included, or are they additional costs?
 - h. Describe the training and support provided (documentation, phone support, etc.).
 - i. What additional software needs to be installed and operational in order for your ZIS to run properly?
 - j. If you are not supplying a ZIS in your proposal, which have you successfully implemented?
 - k. Which ZIS will you use in this installation?
 - l. What additional software needs to be installed and operational in order for your ZIS to run properly?
5. SIF Experience. Describe any specific work your company has done at SIF Showcase sites, Compliance Beta sites or other school district implementations. For each site, provide the following information:
 - a. The scope, timeline and brief history of each project.
 - b. The role your organization played in implementation and support.
 - c. The function(s) supported by your application(s) (i.e. subscriber, provider, etc.).
 - d. Duration of your company's involvement in the installation.
 - e. Other Agent vendors involved in the project.
 - f. SIF data objects shared within the project.
 - g. The ZIS used.
 - h. Customer contacts (references) for each project.
6. SIF Support:
 - a. What specific training, support and development assistance will be provided?