



7/6/2020

Invitation to Bid: FY21-126 – CLOUD HOSTING PROVIDER FOR SAP

Dear Prospective Bidders,

The School Board of Broward County, Florida (SBBC) is interested in receiving bids in response to the attached Invitation to Bid (ITB) for the purchase of cloud hosting infrastructure, which supports the SAP system. This purchase also includes migration from the existing cloud hosted environment, a disaster recovery site, and the management of the system.. Any questions regarding this ITB should be addressed to me, in writing via e-mail to lgonzalez@browardschools.com. No other School Board staff member should be contacted in relation to this ITB. Any information that amends any portion of this ITB, which is received by any method other than an Addendum issued to the ITB, is not binding on SBBC.

In order to assure that your bid is in full compliance with all requirements of the ITB, carefully read all portions of the ITB document, paying particular attention to the following areas:

SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):

SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330 Supplier Diversity Outreach Program. The purpose of the program is to remedy the ongoing effects of identified marketplace discrimination that the School Board has found continue to adversely affect the participation of Small/Minority and/or Women Business Enterprises ("S/M/WBE") in School Board contracts. S/M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity Outreach Program Office prior to submission of bid proposal. For information on S/M/WBE Certification or Policy 3330, contact SBBC's Supplier Diversity Outreach Program at 754-321-0550 or visit <http://www.browardschools.com/sdop>.

- **SECTION 2, SUBMITTAL REQUIREMENTS**

Section 2, Submittal Requirements, is a listing of all submittals that are required to be part of your bid package. Please make sure that all required submittals have been included as part of your bid package.

- **COMPLETION OF BIDS**

The Bid Summary Sheets upon which the Bidder submits its prices shall be completed in Excel. The Bidder Acknowledgement Section should be completed in full and fully executed by an authorized representative of the Bidder. SBBC reserves the right to reject any bid which is not completed in full.

- **PRICING CORRECTIONS**

If a price correction is necessary on the Pricing Sheet, update the excel spreadsheet. SBBC reserves the right to not tabulate any illegible entries, pencil bids or price corrections not initialed and to reject any bid containing any of these errors.

- **DUE DATE**

Bids are due in Procurement and Warehousing Services on the date and time stated on Page 1 of the ITB. In order to have your bid considered, it must be received on or before the date and time due. Bids received after 2:00 p.m. ET on date due will not be considered.

- **STATEMENT OF "NO BID"**

If you are **not** submitting a bid in response to this ITB, please complete Section 10, Statement of "No Bid" and return via e-mail to lgonzalez@browardschools.com. Your response to the Statement of "No" Bid is very important to Procurement and Warehousing Services when creating future ITBs.

Thank you for your interest in SBBC. Again, if you have any questions, please contact me at the telephone number or email address stated above.

Lucy Gonzalez
Purchasing Agent I

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The School Board of Broward County, Florida
PROCUREMENT AND WAREHOUSING SERVICES
 7720 West Oakland Park Boulevard, Suite 323
 Sunrise, Florida 33351-6704
 754-321-0505

INVITATION TO BID (ITB)

DUE DATE: Bids due on or before 2:00 p.m. Eastern Time (ET) at Procurement & Warehousing Services:

7/27/2020

Check Addenda for any revised opening dates before submitting your bid. **Bid(s) received, after the date and time stated above, shall not be considered for award.** Faxed and/or emailed bids are not allowed and will not be considered for award.

ITB NO.:
FY21-126

RELEASE DATE:
7/6/2020

PURCHASING AGENT:
Lucy Gonzalez
(754) 321-0541

BID TITLE:
CLOUD HOSTING PROVIDER FOR SAP

SECTION 1 – BIDDER ACKNOWLEDGEMENT

IN ACCORDANCE WITH GENERAL CONDITION 1, THIS SECTION MUST BE COMPLETED IN ITS ENTIRETY INCLUDING THE SIGNATURE OF AN AUTHORIZED REPRESENTATIVE WHERE INDICATED BELOW AND SUBMITTED WITH THE BID. FAILURE TO PROVIDE THIS DOCUMENT, WITH THE BID, WILL RESULT IN BID BEING CONSIDERED NON-RESPONSIVE.

Bidder's Name and state "Doing Business As", where applicable:

"REMIT TO" ADDRESS FOR PAYMENT: If payment(s) is/are to be mailed to address other than as stated on left, please complete section below. Check this box if address is the same as stated on the left.

Address:

P.O. Box:

City:

City:

State:

Zip Code:

State:

Zip Code:

Phone Number:

Sales Contact:

Sales E-Mail Address:

E-mail Address to Send Purchase Orders:

Federal Tax Identification Number:

I hereby certify that: I am submitting the following information as my firm's (Bidder) bid and am authorized by Bidder to do so. Bidder agrees to complete and unconditional acceptance of the contents of all pages in this Invitation To Bid (ITB), and all appendices and the contents of any Addenda released hereto; Bidder agrees to be bound to any and all specifications, terms and conditions contained in the ITB, and any released Addenda and understand that the following are requirements of this ITB and failure to comply will result in disqualification of bid submitted; Bidder has not divulged, discussed, or compared the bid with other Bidders and has not colluded with any other Bidder or party to any other bid; Bidder, its principals, or their lobbyists has not offered campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Bidder is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Bidder acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this bid are true and accurate.

I agree that this bid cannot be withdrawn within 90 days from date due.

Signature of Authorized Representative (Manual)

Name of Authorized Representative (Typed or Printed)

Title of Authorized Representative

E-Mail Address of Authorized Representative

SECTION 2 – SUBMITTAL REQUIREMENTS

In order to assure that your bid is in compliance with bid requirements, please verify that the items indicated by the below are included with your bid.

<input checked="" type="checkbox"/> Bidder Acknowledgement *See General Condition 1	<input checked="" type="checkbox"/> Conflict of Interest Form *See General Condition 11	<input checked="" type="checkbox"/> Certificate of Debarment *See General Condition 45	<input type="checkbox"/> Bidding Preferences *See General Condition 1 (d)
<input checked="" type="checkbox"/> Manufacturers Authorization *See Special Condition 5.6	<input checked="" type="checkbox"/> One Printed, Hard Copy of Bid	<input checked="" type="checkbox"/> Electronic Copy of Bid on Flash Drive	<input checked="" type="checkbox"/> S/M/WBE Participation Forms (if applicable) *See Section 7

Note: If your firm wishes to not submit a bid in response to the ITB, please complete and return, via mail or fax, the Statement of No Bid attached as the last page of this ITB.

SECTION 3 – CALENDAR

Monday, July 6, 2020	Release of ITB FY21-126
Monday, July 13, 2020	Written questions due on or before 5:00 p.m. ET via email to lgonzalezl@browardschools.com
Monday, July 27, 2020*	Bids due on or before 2:00 p.m. ET in Procurement & Warehousing Services Department. Bid opening will be at: 7720 West Oakland Park Blvd. Suite 323 Sunrise, Florida 33351-6704
Monday, August 3, 2020	Posting of Recommendation

NOTE: If you plan to attend the public meetings or hand-deliver your proposal, please arrive at the Procurement & Warehousing Services Department early enough to find a parking spot, hike to the building, sign in at the Security Desk (remember to bring a **mask** and **photo ID**. No one will be allowed into the building without these.) and get to the 3rd Floor.

** These are public meetings. The School Board of Broward County, Florida, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Director of EEO/ADA Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.*

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 4 – GENERAL CONDITIONS

1. **SEALED BID REQUIREMENTS:** The "Bidder Acknowledgement Section" must be completed, signed and returned with the bid. The Bid Summary Sheet pages on which the Bidder actually submits a bid, and any pages, upon which information is required to be inserted, must be completed and submitted with the bid. **The School Board of Broward County (SBBC) reserves the right to reject any bid that fails to comply with these submittal requirements.**
 - a) **BIDDER'S RESPONSIBILITY:** It is the responsibility of the Bidder to be certain that all numbered pages of the bid and all attachments thereto are received and all Addendum released are received prior to submitting a bid without regard to how a copy of this ITB was obtained. All bids are subject to the conditions specified herein on the attached bid documents and on any Addenda issued thereto.
 - b) **BID SUBMITTED:** Completed bid must be submitted in a sealed envelope with bid number and name clearly typed or written on the front of the envelope. Bids must be time stamped in Procurement and Warehousing Services **on or before 2:00 p.m. ET on date due** for bid to be considered. Bids shall be opened at 2:00 p.m. ET on date due. Bids submitted by telegraphic or facsimile transmission shall not be accepted.
 - c) **EXECUTION OF BID:** Bid must contain an original manual signature of an authorized representative in the space provided above. All bids must be completed in ink or typewritten. **If a price correction is necessary, draw a single line through the entered figure and enter the corrected figure or use an opaque correction fluid. All price corrections must be initialed by the person signing the bid even when using opaque correction fluid.** SBBC reserves the right to reject any bid or bid item completed in pencil or any bid that contains illegible entries or price corrections not initialed.
 - d) **BIDDING PREFERENCE LAWS: ALL BIDDERS MUST COMPLETE AND SUBMIT THE LEGAL OPINION OF BIDDING PREFERENCE FORM IN ORDER TO BE CONSIDERED FOR AWARD.** The State of Florida provides a Bidder preference for Florida vendors for the purchase of personal property. The local preference is five (5) percent. Bidders outside the State of Florida must have an Attorney, licensed to practice law in the out-of-state jurisdiction, as required by Section 2, Chapter 287.084, Florida Statutes, execute the "Legal Opinion of Bidding Preference" form and must submit this form with the submitted bid. Such opinion should permit SBBC's reliance on such attorney's opinion for purposes of complying with Chapter 287.084, Florida Statutes. Florida Bidders must also complete its portion of the form. Failure to submit and execute this form, with the bid, shall result in bid being considered "non-responsive" and bid rejected.
 2. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extended total. Prices must be stated in units to quantity specified in the bidding specification. In case of discrepancy in computing the amount of the bid, the **Unit Price** quoted shall govern.

All prices quoted shall be F.O.B. destination and freight prepaid (Bidder pays and bears freight charges). Awardee owns goods in transit and files any claims. Discounts for prompt payment: Award, if made, shall be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. **Cash or quantity discounts offered shall not be a consideration in determination of award of bid(s).** If an Awardee offers a discount or offers terms less than Net 30, it is understood that a minimum of 30 days shall be required for payment, and if a payment discount is offered, the discount time shall be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.

 - a) **TAXES:** SBBC does not pay Federal Excise and State taxes on direct purchase of tangible personal property. The applicable tax exemption number is shown on the Purchase Order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of SBBC owned real property as defined in Chapter 192, Florida Statutes.
 - b) **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so shall be at Bidder's risk.
 - c) **CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of this bid) unless otherwise specified. All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.
 - d) **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the Bid, all manufactured items and fabricated assemblies shall be UL listed where such has been established by UL for the item(s) offered and furnished. In lieu of the UL listing, Bidder may substitute a listing by an independent testing laboratory recognized by OSHA under the Nationally Recognized Testing Laboratories (NRTL) Recognition Program.
- e) **BIDDER'S CONDITIONS:** Bid conditions and specifications **shall not** be changed, altered or conditioned in any way. SBBC specifically reserves the right to reject any conditional bid.
 3. **SAMPLES:** Samples of items, when required, must be furnished free of expense within five (5) working days of request unless otherwise stated and, if not destroyed, will, upon request, be returned at the Bidder's expense. Bidders shall be responsible for the removal of all samples furnished within 30 days after bid opening. All samples shall be disposed of after 30 days. Each individual sample must be labeled with Bidder's name, bid number and item number. Failure of Bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid item. Unless otherwise indicated, samples should be delivered to Procurement and Warehousing Services, The School Board of Broward County, Florida, 7720 West Oakland, Park Boulevard, Suite 323, Sunrise, Florida 33351-6704.
 4. **DELIVERY:** All deliveries shall be F.O.B. destination point. Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of Purchase Order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding state holidays and days during which SBBC administration is closed.
 5. **INTERPRETATIONS:** Any questions concerning conditions and specifications must be submitted in writing and received by Procurement and Warehousing Services no later than **ten working days, or as stated in the Special Conditions**, prior to the original bid opening date. If necessary, an Addendum shall be issued.
 6. **AWARDS:** In the best interest of SBBC, SBBC reserves the right to: 1) withdraw this ITB at any time prior to the time and date specified for the bid opening; 2) to reject any or all bids received when there are sound documented business reasons that serve the best interest of SBBC; 3) to accept any item or group of items unless qualified by Bidder; and 4) to acquire additional quantities at prices quoted on this ITB unless additional quantities are not acceptable, in which case, the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY." All awards made as a result of this bid shall conform to applicable Florida Statutes and shall be governed by the laws of the State of Florida, and must have venue established in the 17th Judicial Circuit Court of Broward County, Florida or the United States Court of the Southern District of Florida.
 7. **BID OPENING:** Shall be public, on the date and at the time specified on the bid form. All bids received after that time shall not be considered.
 8. **ADVERTISING:** In submitting a bid, Bidder agrees not to use the results there from as a part of any commercial advertising without prior approval of SBBC.
 9. **INSPECTION, ACCEPTANCE & TITLE:** Inspection and acceptance shall be at destination unless otherwise provided. Title to/or risk of loss or damage to all items shall be the responsibility of the Awardee until acceptance by the buyer unless loss or damage resulting from negligence by the buyer. If the materials or services supplied to SBBC are found to be defective or not conform to specifications, SBBC reserves the right to cancel the order upon written notice to the seller and return product at Awardee's expense.
 10. **PAYMENT:** Payment shall be made by SBBC after the items awarded have been received, inspected, found to comply with award specifications and free of damage or defect and properly invoiced. All payments shall be made by ACH (Automated Clearing House) for automatic deposits (credits).
 11. **CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Bidder is to disclose any employees it has who are also SBBC employees by submitting Attachment B, Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship, with its Bid. Any employees identified by the Bidder when completing Attachment B should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
 12. **INSURANCE:** Bidder, by virtue of submitting a bid, shall be in full compliance with paragraph 20: LIABILITY INSURANCE, LICENSES AND PERMITS of the General Conditions. Insurance Requirements are shown in Section 8 of this ITB. Bidder shall take special notice that SBBC shall be named as an additional insured under the General Liability policy including Products Liability.

The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A-VI by AM Best or Aa3 by Moody's Investor Service. All policies must remain in effect during the performance of the contract.

13. **LICENSES, CERTIFICATIONS AND REGISTRATIONS:** As of the Bid Opening Date, Bidder must have all Licenses, Certifications and Registrations required when performing the services as described herein, in order for Bid to be considered a responsive and responsible Bid. Licenses, Certifications and Registrations required for this Bid shall be as required by Chapter 489, Florida Statutes, as currently enacted or as amended from time to time; by the State Requirements for Educational Facilities (SREF), latest version; and by Broward County, Florida. Bidder must submit a copy of all its current Licenses, Certifications and Registrations required as described herein, either with its Bid or within five working days of notification.
- An Awardee who has any License, Certification or Registration either suspended, revoked or expired after the date of the Bid Opening, shall provide notice to the Director of Procurement & Warehousing Services within five working days of such suspension, revocation or expiration. However, such suspension, revocation or expiration after the date of the Bid Opening shall not relieve the Awardee of its responsibilities under this ITB.*
14. **PATENTS & ROYALTIES:** The Awardee, without exception, shall indemnify and save harmless SBBC and its employees from liability of any nature or kind, including cost and expenses for any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by SBBC. If the Awardee uses any design, device, or materials covered by letters, patent, or copyright, it is mutually understood and agreed without exception that the bid prices shall include all royalties or cost arising from the use of such design, device or materials in any way involved in the work.
15. **OSHA:** The Awardee warrants that the product supplied to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition shall be considered as a breach of contract.
16. **SPECIAL CONDITIONS:** The Superintendent or Designee has the authority to issue Special Conditions and Specifications as required for individual bids. Any and all Special Conditions that may vary from these General Conditions shall have precedence.
17. **ANTI-DISCRIMINATION:** SBBC, prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits, Employment Services and EEO Compliance at 754-321-2150 or Teletype Machine TTY 754-321-2158.
18. **QUALITY:** All materials used for the manufacture or construction of any supplies, materials or equipment covered by this bid shall be new unless otherwise specified. The items bid must be new, the latest model, of the best quality and highest grade workmanship.
19. **LIABILITY INSURANCE, LICENSES AND PERMITS:** Where Awardees are required to enter or go onto SBBC property to deliver materials or perform work or services as a result of a bid award, the Awardee agrees to The Hold Harmless Agreement stated herein and shall assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. The Awardee shall be liable for any damages or loss to SBBC occasioned by negligence of the Awardee (or agent) or any person the Awardee has designated in the completion of the Contract as a result of their bid.
20. **BID BONDS, PERFORMANCE BONDS AND CERTIFICATES OF INSURANCE:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds shall be returned to non-Awardees. After acceptance of bid, SBBC shall notify the Awardee to submit a performance bond and certificate of insurance in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond shall be returned to the Awardee.
21. **CANCELLATION:** In the event any of the provisions of this bid are violated by the Awardee, the Superintendent shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation shall be made to SBBC for immediate cancellation.
22. **IRREVOCABILITY OF BID:** A bid may not be withdrawn before the expiration of 90 days from the date of bid opening.
23. **INFORMATION NOT IN ITB:** No verbal or written information which is obtained by a Bidder other than by information within this document or Addenda to this ITB shall be binding on SBBC.
24. **EXPENDITURE:** No guarantee is given or implied as to any sums payable or the quantity or scope of any award under this ITB. SBBC is not obligated to place any order for goods/services as a result of this award. Order placement shall be based upon the needs and best interest of SBBC.
25. **BILLING INSTRUCTIONS:** Invoices, unless otherwise indicated, must show Purchase Order numbers and shall be submitted in duplicate to The School Board of Broward County, Florida, Accounting and Financial Reporting Department, Attn: Accounts Payable, 600 S.E. 3rd Avenue, 7th Floor, Fort Lauderdale, Florida 33301. (Unless otherwise stated in the Special Conditions) Payment shall be made a minimum of 30 days after delivery, authorized inspection and acceptance. When vendors are directed to send invoices to a school, the school shall make direct payments to the vendor.
26. **NOTE TO VENDORS DELIVERING TO CENTRAL WAREHOUSE:** Receiving hours are Monday through Friday (excluding state holidays and days during which SBBC administration is closed) 7:00 a.m. to 2:00 p.m. ET.
27. **SUBSTITUTIONS:** SBBC SHALL NOT accept substitute shipments of any kind. Awardees are expected to furnish the brand quoted in their bid once awarded by SBBC. Any substitute shipments shall be returned at the Awardee's expense.
28. **FACILITIES:** SBBC reserves the right to inspect the Awardee's facilities at any time with prior notice. SBBC may use the information obtained from this in determining whether a Bidder is a responsible Bidder.
29. **ASBESTOS AND FORMALDEHYDE STATEMENT:** All building materials, pressed boards, and furniture supplied to SBBC shall be 100% asbestos free. It is desirous that all building materials, pressed boards and furniture supplied to SBBC also be 100% formaldehyde free. Bidder, by virtue of bidding, certifies by signing bid that, if awarded this bid, only building materials, pressed boards, and/or furniture that is 100% asbestos free shall be supplied.
30. **ASSIGNMENT:** Neither any award of this bid nor any interest in any award of this bid may be assigned, transferred or encumbered by any party without the prior written consent from the Director, Procurement and Warehousing Services. There shall be no partial assignments of this ITB including, without limitation, the partial assignment of any right to receive payments from SBBC.
31. **EXTENSION:** In addition to any extension options contained herein, SBBC is granted the right to extend any award resulting from this bid for the period of time necessary for SBBC to release, award and implement a replacement bid for the goods, products and/or services provided through this bid. Such extension shall be upon the same prices, terms and conditions as existing at the time of SBBC's exercise of this extension right. The period of any extension under this provision shall not be for a period in excess of six months from (a) the termination date of a contract entered into as a result of this bid or (b) the termination date under any applicable period of extension under a contract entered into as a result of this bid.
32. **OMISSION FROM THE SPECIFICATIONS:** The apparent silence of this specification and any Addendum regarding any details or the omission from the specification of a detailed description concerning any point shall be regarded as meaning that only the best available units shall be provided and the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.
33. **SUBMITTAL OF INVOICES:** All Bidders are hereby notified that any invoice submitted as a result of the award of this bid must be in the same format as any Purchase Order released as a result of the award of this bid. **Each line of the invoice must reference a corresponding single line shown on the Purchase Order.** A single invoice line must not correspond to or commingle the cost shown on multiple Purchase Order lines. An invoice submitted that does not follow the same format and line numbering as shown on the Purchase Order shall be deemed to be not correct, and may be returned to the vendor by the Accounts Payable Department for correction. Address for submitting invoices is included on Purchase Order.
34. **PURCHASE AGREEMENT:** This bid and the corresponding Purchase Orders shall constitute the complete agreement. SBBC shall not accept proposed terms and conditions that are different than those contained in this Invitation to Bid, including pre-printed text contained on catalogs, price lists, other descriptive information submitted or any other materials. By virtue of submitting a bid, Awardee agrees to not submit to any SBBC employee, for signature, any document that contains terms and conditions that are different than those contained herein and that in the event any document containing any term or condition that differs from those contained herein is executed, said document shall not be binding on SBBC.
35. **SBBC INFORMATION SECURITY GUIDELINES:** It is the responsibility of the Awardee to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from Awardee's equipment and all access privileges must be revoked. Final payment shall be withheld until the Awardee has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

36. **PROTESTING OF BID CONDITIONS/SPECIFICATIONS:** Any person desiring to protest the conditions/specifications in this ITB, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing, within 72 hours after electronic release of the competitive solicitation or Addendum and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday, Sunday, state holiday or day during which SBBC administration is closed. Section 3 b, Chapter 120.57, Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based."**
- Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 3, Chapter 120.57, Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, within the time allowed for filing a bond, shall constitute a waiver of proceedings. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protest, formal written protests, and the bonds required by SBBC Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
37. **POSTING OF BID RECOMMENDATIONS/TABULATIONS:** ITB Recommendations and Tabulations shall be posted in Procurement and Warehousing Services and on www.demandstar.com on 08/03/2020, and shall remain posted for 72 hours. Any change to the date and time established herein for posting of ITB Recommendations/Tabulations shall be posted in Procurement and Warehousing Services and/or at www.demandstar.com (under the document section for this ITB). In the event the date and time of the posting of ITB Recommendations/Tabulations is changed, it is the responsibility of each Bidder to ascertain the revised date of the posting of ITB Recommendations/Tabulations. Any person desiring to protest the intended decision shall file a notice of protest, in writing, within 72 hours after the posting of the ITB tabulation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays and days during which SBBC administration is closed shall be excluded in the computation of the 72 hours. If the tenth calendar day falls on a Saturday, Sunday, state holiday or day during which SBBC administration is closed, the formal written protest must be received on or before 5:00 p.m. ET of the next calendar day that is not a Saturday or Sunday, state holiday or days during which SBBC administration is closed. No submissions made after the Bid opening amending or supplementing the Bid shall be considered. Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, states that **"The formal written protest shall state with particularity the facts and law upon which the protest is based"**. Any person who files an action protesting an intended decision shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC, in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. **All documentation necessary for the protest proceedings shall be provided electronically by SBBC.**
37. (Continued):
Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320 within the time allowed for filing a bond, shall constitute a waiver of proceedings. The failure to post the bond required by SBBC Policy 3320, Part VIII, as currently enacted or as amended from time to time, shall constitute a waiver of proceedings. Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director, Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704 (fax 754-321-0936). Fax filing shall not be acceptable for the filing of bonds.
38. **SUBMITTAL OF BIDS:** All Bidders are reminded that it is the sole responsibility of the BIDDER to assure that their bid is time stamped in PROCUREMENT AND WAREHOUSING SERVICES on or before 2:00 p.m. ET on date due. The address for bid submittal, including hand delivery and overnight courier delivery, is indicated as: 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351-6704. The Bidder is fully and completely responsible for the payment of all delivery costs associated with the delivery of their bid or related material. Procurement and Warehousing Services shall not accept delivery of any bid or related material requiring SBBC to pay for any portion of the delivery cost or the complete delivery cost. Prior to bid submittal, it is the responsibility of the Bidder to be certain that all Addenda released have been received, that all Addendum requirements have been completed, and that all submittals required by the Addendum have been timely filed. (See General Condition 1.)
39. **PACKING SLIPS:** It shall be the responsibility of the Awardee to attach all packing slips to the OUTSIDE of each shipment. Packing slip must reference SBBC Purchase Order number/control number. Failure to provide packing slip attached to the outside of shipment shall result in refusal of shipment at Awardee's expense.
40. **USE OF OTHER CONTRACTS:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other schools, other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per SBBC and/or Rule 6A-1.012, Florida Administration Code as currently enacted or as amended from time to time, in lieu of any offer received or award made as a result of this bid if it is in its best interest to do so.
41. **INDEMNIFICATION:** This General Condition of the bid is NOT subject to negotiation and any bid that fails to accept these conditions shall be rejected as "non-responsive."
 a) SBBC agrees to be fully responsible for its acts of negligence or its agents' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence. Nothing herein is intended to serve as a waiver of sovereign immunity by SBBC. Nothing herein shall be construed as consent by SBBC to be sued by third parties in any matter arising out of any contract. Nothing herein shall be construed as a waiver by SBBC of any rights or limits to liability under Section 768.28, Florida Statutes.
 b) AWARDEE agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by the AWARDEE, its agents, servants or employees; the equipment of the AWARDEE, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of AWARDEE or the negligence of AWARDEE's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by the AWARDEE, SBBC or otherwise.
42. **PURCHASE BY OTHER PUBLIC AGENCIES:** With the consent and agreement of the awarded contractor(s), purchases may be made under this bid by other agencies. Such purchases shall be governed by the same terms and conditions as stated herein.
43. **GOVERNING LAW:** This ITB, and any award(s) resulting from this ITB shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this ITB shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract award under this ITB shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit Court in and for Broward County, Florida.

44. **PUBLIC ENTITY CRIMES:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.
45. **CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION - Lower Tier Covered Transactions:** Executive Order 12549, as currently enacted or as amended from time to time, provides that, to the extent permitted by law, Executive departments and agencies shall participate in a government-wide system for non-procurement debarment and suspension. A person who is debarred or suspended shall be excluded from Federal financial and non-financial assistance and benefits under Federal programs and activities. Except as provided in § 85.200, Debarment or Suspension, § 85.201, Treatment of Title IV HEA participation, and § 85.215, Exception Provision, debarment or suspension of a participant in a program by one agency shall have government-wide effect. A lower tier covered transaction is, in part, any transaction between a participant [SBBC] and a person other than a procurement contract for goods or services, regardless of type, under a primary covered transaction; and any procurement contract for goods or services between a participant and a person, regardless of type, expected to equal or exceed the Federal procurement small purchase threshold fixed at 10 U.S.C. 2304(g) and 41 U.S.C. 253(g) (currently \$100,000) under a primary covered transaction; or any procurement contract for goods or services between a participant and a person under a covered transaction, regardless of amount, under which that person shall have a critical influence on or substantive control over that covered transaction. A participant may rely upon the certification of a prospective participant in a lower tier covered transaction that it and its principals are not debarred, suspended, proposed for debarment under 48 CFR part 9, subpart 9.4, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. Each participant shall require participants in lower tier covered transactions to include the certification for it and its principals in any bid submitted in connection with such lower tier covered transactions.
- CERTIFICATION**
- a) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.
- Every time a Bid is submitted that includes reference to this Form, a new Form is required. Any Bid that does not include this required Form shall not be evaluated and shall not be considered for award. **A signature is required on BOTH the Debarment Form AND the Invitation to Bid page.** A signature on one document cannot be substituted for the signature required on the other document. **Failure to complete and sign both documents requiring signature shall result in rejection of bid submitted.**
46. **REASONABLE ACCOMMODATION:** Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine TTY 754- 321-2158.
47. **SEVERABILITY:** In case of any one or more of the provisions contained in this Bid shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this Bid shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.
48. **DISTRIBUTION:** DemandStar by Onvia, www.demandstar.com, is the official method approved by Procurement and Warehousing Services for the distribution of all competitive solicitations including ITBs and RFPs. It is the responsibility of all Bidders to assure they have received all necessary documents, including Addenda and have included all necessary information within their response. SBBC is not responsible for Bidder's failure to obtain complete bidding documents from DemandStar. SBBC reserves the right to reject any bid as non-responsive for failure to include all necessary documents or required Addenda. For information regarding the above referenced solicitation, contact the designated Purchasing Agent as stated herein.
49. **LOBBYIST ACTIVITIES:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail or facsimile transmission to School Board Members, Superintendent or Members of Senior Management, the group, association, organization or business interest she/he is representing.
- a) A lobbyist is defined as a person who for immediate or subsequent compensation, (e.g., monetary profit/personal gain) represents a public or private group, association, organization or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- b) A lobbyist is not considered a person representing school-affiliated groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- c) Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity and activities by completing the lobbyist statement form which can be obtained from Official School Board Records, School Board Member's Offices or the Superintendent's Office and shall be recorded on SBBC's website, www.browardschools.com.
- d) The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- e) Senior-level employees (Pay Grade 30 and above) and/or School Board Members are prohibited from lobbying activities for one year after resignation or retirement or expiration of their term of office.
50. **TIE BID PROCEDURES:** When identical prices are received from two or more Bidders and all other factors are equal, priority for award shall be given to Bidders in the following sequence:
- A business that certifies that it has implemented a drug-free workplace program shall be given preference in accordance with the provisions of Chapter 287.087, Florida Statutes, as currently enacted or as amended from time to time;
 - The Broward County Certified Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Certified Minority/Women Business Enterprise Bidder;
 - The Florida Certified Minority/Women Business Enterprise Bidder;
 - The Broward County Bidder, other than a Minority/Women Business Enterprise Bidder;
 - The Palm Beach County or Miami-Dade County Bidder, other than a Minority/Women Business Enterprise vendor;
 - The Florida Bidder, whose main office is in the State of Florida, other than a Minority/Women Business Enterprise vendor.
 - If application of the above criteria does not indicate a priority for award, the award shall be decided by a coin toss. The coin toss shall be held publicly in Procurement and Warehousing Services; the tie low bid Bidders invited to be present as witnesses.
- Included as a part of these bid documents is a Form entitled **SWORN STATEMENT PURSUANT TO CHAPTER 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.** This form shall be used by the Bidder to certify that it has implemented a drug-free workplace program. In order for bid to be considered, the Invitation to Bid form (Page 1 of this bid) must be properly signed in order for the bid to be considered. A Bidder cannot sign this form in lieu of properly signing the Invitation to Bid form.
51. **DISPUTES:** in the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- Addenda released for this ITB, with the latest Addendum taking precedence, then;
 - The ITB; then
 - Bidder's submitted bid.
- In case of any other doubt or difference of opinion, the decision of SBBC shall be final and binding on both parties.

52. **MINORITY/WOMEN BUSINESS ENTERPRISE (M/WBE) PARTICIPATION:** SBBC has implemented a Minority/Women Business Enterprise (M/WBE) Program as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 7007-A Administrative Procedures for The School Board of Broward County, Florida's Supplier Diversity & Outreach Program. The purpose of the program is to utilize available minority and women businesses within the Board's market area to compete for the award of SBBC construction and purchasing contracts. M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity & Outreach Program Office prior to submission of Bid. For information on M/WBE Certification, contact SBBC's Supplier Diversity & Outreach Program at 754-321-0550 or visit www.browardschools.com/sdop.
53. **SBBC MATERIAL NUMBER:** The seven-digit number shown in parenthesis at the beginning of an item on the Bid Summary Sheet represents SBBC's material number for the item. It does not represent any manufacturer/distributor model/part number.
54. **SBBC PHOTO IDENTIFICATION BADGE:**
- Background Screening:** Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds shall successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. **Personnel shall include employees, representatives, agents or sub-contractors performing duties under the contract to SBBC, and who meet any or all of the three requirements identified above.** This background screening shall be conducted by SBBC in advance of Awardee or its personnel providing any services. Awardee shall bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this ITB entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers and employees of any liability in the form of physical or mental injury, death or property damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.
- SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.**
- As of July 1, 2015, Fieldprint, Inc. has been contracted to provide all background and fingerprinting services. All questions pertaining to fingerprinting, photo identification and background check services must be directed to the Project Coordinator at 754-321-1830 or 754-321-2374. **Each individual, for whom a SBBC photo identification badge is requested, must be registered into the Fieldprint, Inc. applicant enrollment website.** A background check shall be conducted for each badge applicant. SBBC reserves the right to require additional information, should it be necessary, and to deny the issuance of a badge to an applicant. Any applicant, that has been denied a badge, is prohibited from entering SBBC property as an employee, sub-contractor or agent of a contract Awardee. **Applicant enrollment and scheduling website is www.fieldprintflorida.com.** The total fee(s) for the SBBC photo identification badge, fingerprinting and a FBI background check can be found at the following website: http://www.broward.k12.fl.us/police/pdf/seccl/FIELDPRINT_CODES.pdf. Payment options can be made by electronic check (e-check), Visa, MasterCard or use of an established escrow account code. **These fees are non-refundable and are subject to change without notice.** Badges are issued for a one-year period and must be renewed annually. The renewal date shall be one year from date of issuance. Failure to renew the badge, at that time, shall result in the Awardee being required to re-apply and pay the going rate for badging and fingerprinting.
- Awardees shall return expired and/or terminated employee badges to the following location: The School Board of Broward County, Florida, Attn: Fieldprint, Inc., 600 S.E. 3rd Avenue, Fort Lauderdale, Florida 33301.
55. **AUDIT AND INSPECTION OF AWARDEE'S DOCUMENTS AND RECORDS:** The District or its representative reserves the right to inspect and/or audit all the Awardee's documents and records as they pertain to the products and services delivered under this agreement. Such rights shall be exercised with notice to the Awardee to determine compliance with and performance of the terms, conditions and specifications on all matters, rights and duties, and obligations established by this agreement. Documents/records in any form shall be open to the District or State's representative and may include but are not limited to all correspondence, ordering, payment, inspection, and receiving records, contracts or sub-contracts that directly or indirectly pertain to the transactions between the District and the Awardee(s).
56. **ORIGINAL DOCUMENT FORMAT:** Only the terms and conditions of this solicitation as they were released by SBBC, or amended via Addendum, are valid. Any modification to any term or condition by a Bidder is not binding unless it is expressly agreed to, in writing, by SBBC.
57. **CREDIT CARDS:** Individual schools and departments may place some orders and utilize, as the form of payment, a District-issued credit card to the extent authorized by SBBC. These orders shall be made via phone or fax for direct delivery and billing to the requesting work location. Please note that credit card purchases will benefit all vendors by providing immediate payment (i.e. within 48-72 hours), thereby eliminating the need to submit an invoice to the District's Accounts Payable Department or reconcile receivable balances. For credit card purchases, all Awardees must have the capability to accept fax orders, which must be confirmed by calling back the requesting work location to verify prices and obtain a credit card number. Only actual items shipped/delivered can be charged to the credit card account (i.e., no back-orders). All purchase deliveries must include a packing slip or receipt/invoice listing the items and prices of goods delivered. For security reasons, the credit card charge receipt showing the work location's credit card number cannot be attached to the packing slip or receipt/invoice submitted as part of the purchase delivery. District work locations may request that an Awardee maintains secure records of the credit card account assigned an alias or password, to avoid divulging the actual credit card number upon every purchase.
58. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items offered may be tested for compliance with bid conditions and specifications at any time. Items delivered, not conforming to bid conditions or specifications, may be rejected and returned at Awardee's expense. Goods or services not delivered as per delivery date in bid and/or Purchase Order may be rejected upon delivery and/or may be purchased on the open market. Any increase in cost may be charged against the Awardee. Any violation of these stipulations may also result in:
- For a period of two years, any bid submitted by Awardee shall not be considered and shall not be recommended for award.
 - All departments being advised not to do business with Awardee.
59. **CONE OF SILENCE:** Any Bidder, or lobbyist for a Bidder, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after Procurement and Warehousing Services releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by Procurement and Warehousing Services. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by SBBC. Further, any Awardee, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the Awardee is attempting to sell goods or services to SBBC. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. **Any Bidder or lobbyist who violates this provision shall cause their Bid (or that of their principal) to be considered non-responsive and therefore be ineligible for award.**
60. **TERMINATION:** This contract award may be terminated with or without cause by SBBC during the term hereof thirty (30) days after the Superintendent gives written notice to the other parties that a recommendation shall be made to SBBC for the contract award's termination.
61. **EVALUATION AND BIDS:** SBBC evaluates all Bids in accordance with Chapters 119.071 and 286.0113, Florida Statutes.

62. **MEET OR RELEASE:** If during the contract term, SBBC is offered a lower price from a third party supplier for a product or service awarded under this contract, or offers another item that meets or exceeds the specifications for the item at a lower price than the awarded price, SBBC shall request Awardee to meet the lower price offered by the third party supplier. Awardee shall be required to respond to this request within three (3) days of request. If Awardee is unable to meet the lower price, SBBC shall be released from its contractual obligation to purchase the item under this contract. No response to this request shall indicate that Awardee is unable to offer item at a lower price. This action, purchasing awarded item from third party supplier, shall not hold SBBC in default of contract. Each purchase shall be considered separate and apart from each other.

63. **CONFIDENTIAL RECORDS:** Notwithstanding any provision to the contrary within this Contract, any party contracting with SBBC under this Contract shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; Family Educational Rights and Privacy Act (FERPA), and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

Awardee agrees that it may create, receive from or on behalf of SBBC, or have access to, records or record systems that are subject to FERPA and/or HIPAA (collectively, the "Confidential Records"). Awardee represents, warrants, and agrees that it shall: (1) hold the Confidential Records in strict confidence and shall not use or disclose the Confidential Records except as (a) permitted or required by this Agreement, (b) required by law, or (c) otherwise authorized by the SBBC in writing; (2) safeguard the Confidential Records according to commercially reasonable administrative, physical and technical standards as required by law; and (3) continually monitor its operations and take any and all action necessary to assure that the Confidential Records are safeguarded in accordance with the terms of this Agreement. At the request of the SBBC, Awardee agrees to provide SBBC with a written summary of the procedures Awardee uses to safeguard the Confidential Records. A breach of these confidentiality requirements shall constitute grounds for the SBBC to terminate any Agreement with Awardee.

64. **PROPRIETARY INFORMATION:** Pursuant to Chapter 119, Florida Statutes, bids received as a result of this ITB shall not become public record until thirty (30) days after the date of opening or until posting of the recommendation for award, whichever occurs first. Thereafter, all bid documents or other materials submitted by all Bidders in response to this ITB shall be open for inspection by any person and in accordance with Chapter 119, Florida Statutes. To the extent a Bidder asserts any portion of its bid is confidential and exempt, long with specific citations of the Florida Statutes establishing the confidentiality or exemption. Failure to identify the portions of the bid claimed to be exempt or the specific statutory authority establishing the exemption shall be deemed a waiver by the Bidder that any unidentified portion of the bid is confidential or exempt from disclosure under Chapter 119, Florida Statutes.

Should a public records request for bid documents or other materials submitted by a Bidder be submitted, SBBC shall notify the contact person identified in the bid of the request in writing. The notice provided shall indicate that requested materials shall be produced unless, within ten (10) calendar days of the date of the written notification, the Awardee initiated an action in a court of competent jurisdiction to obtain an injunction or protective order prohibiting the release of the requested materials. Awardee shall name the party requesting the materials as a defendant and shall not name SBBC as a party to the action. Awardee agrees to hold SBBC harmless from any award to a plaintiff for damages, costs or attorney's fees based on nondisclosure of information asserted to be confidential and exempt. Failure to timely initiate the action shall be deemed a waiver by the Awardee that the requested information is confidential and exempt. Awardee agrees to waive any cause of action it may have against SBBC for the release of materials pursuant to a public records request except those based on the intentional or grossly negligent conduct of any employee of SBBC. Submission by a Bidder in response to this ITB shall be deemed as Bidder's consent to the foregoing conditions.

SECTION 5 – SPECIAL CONDITIONS

- 5.1 **INTRODUCTION AND SCOPE:** The School Board of Broward County, Florida (hereinafter referred to as “SBBC”) desires bids for SAP certified managed hosting services, including migration services, and certified managed SAP BASIS services to support the District’s SAP Enterprise Resource Planning System, SAP Business Suite on HANA. The scope of requirements includes but is not limited to all items contained on the attached Pricing Sheet.

TO BE SUBMITTED IN TIME FOR BID OPENING:

- One (1) signed hard-copy bid response to the ITB including the Pricing Sheet.
- One (1) flash drive containing identical electronic version of the bid response, in PDF format with exception of the Pricing Sheet, which should be both in the original PDF file as well as a separate attachment in an Excel (.xls) format.

NOTE: If there is a discrepancy between the hard copy and the electronic copy, the original hard copy shall govern. Bidders need only include completed forms, attachments etc. with their (stapled or binder clipped) bid response – please, no binders or fancy binding.

- 5.2 **TERM:** The award of this bid shall establish a three (3) year contract with an additional three (3) months for implementation, commencing upon approval by the Board. Bids shall not be considered for a shorter period of time. Items shall be ordered on an as-needed basis. If only one bid is received, the term of the contract shall be reduced to one year.
- 5.3 **CONTRACT RENEWAL:** If considering renewal, Procurement and Warehousing Services will request a letter of intent to renew from each Awardee, prior to the end of the current contract period. The Awardee shall be notified when the recommendation has been acted upon by the School Board. All prices shall be firm through the period stated in Special Condition 5.25 - Price Adjustments for the term of the contract. The Bidder(s) agrees to this condition by signing its bid.
- 5.4 **AWARD:** Award recommendation will be determined by pricing, as indicated on the Bid Summary Sheet, and shall be awarded in its ENTIRETY to the lowest priced responsive and responsible Bidder meeting specifications, terms and conditions. Please note that SBBC will select only one (1) Awardee. Award recommendation will be determined by the total price. Therefore, it is necessary to bid on every item listed, and all items must meet specifications in order to have the bid considered for award. Unit prices must be stated in the space provided on the Bid Summary Sheet.

After award of this bid, any Awardee who violates any specification, term or condition of this bid can be found in default of its contract, have its contract canceled, be subject to the payment of liquidated damages, and be removed from the bid list and not be eligible to do business with SBBC for two years, as described in General Conditions 21 and 58.

- 5.5 **INFORMATION:** Any questions by prospective Bidders concerning this Invitation to Bid should be addressed to Lucy Gonzalez, Procurement and Warehousing Services via e-mail at lgonzalez@browardschools.com who is authorized only to direct the attention of prospective Bidders to various portions of the bid so they may read and interpret such for themselves. Neither Lucy Gonzalez, nor any employee of SBBC, is authorized to interpret any portion of the bid or give information as to the requirements of the bid in addition to that contained in the written bid document. **Questions should be submitted in accordance with General Condition 5.** Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to Bidders only by written Addendum. Any verbal or written information, which is obtained other than by information in this ITB document or by Addenda, shall not be binding on SBBC.
- 5.6 **SAP CERTIFICATION:** Bidder must have SAP, Inc certify that Bidder is certified to provide SAP hosting and SAP BASIS services. Additionally, Bidder must provide evidence of a minimum of five (5) years’ experience managing, hosting and migrating such SAP systems and providing SAP BASIS services. Bidder must submit letter from SAP Inc and include references using [Attachment E](#) with bid or within 72-hours of request from SBBC. Failure to submit the completed certification shall result in the disqualification of the bid submitted.
- 5.7 **QUANTITIES:** The quantities listed on the Bid Summary Sheet are estimated quantities to be ordered throughout the contract period for each item and are not a guarantee. Actual quantities ordered throughout the contract period may be greater or less than the bid estimates and shall be furnished at the fixed contract price. Purchases shall be requested as needed throughout the contract period and as few as one each may be ordered at one time.
- 5.8 **COMPANY REPRESENTATIVE:** Bidder(s) should indicate, in the space provided on the Bid Summary Sheet, the name, address, telephone number, etc., of the representative who could make scheduled visits to the schools/departments and who shall be available, upon request, to resolve billing and delivery problems.

- 5.9 **FORCE MAJEURE:** Except for the provisions of this bid, each party shall be excused from performance under this bid only for such period of time as the failure to perform is caused by or attributable to any event or circumstance beyond the direct control of such party. It is further provided that if either party shall fail to make any delivery or perform any service required by this bid as a result of any such event or circumstances beyond its own direct control, it shall have the right to make such delivery or perform such service within a reasonable time after the cause of such delay has been removed, and the other party shall accept such deferred delivery or performance.
- 5.10 **INVOICES:** Delivery copies, packing slips and invoices to SBBC must include the following to permit SBBC to verify prices with this contract: purchase order (PO) number, complete description of the items, itemized price list and total dollar amount shall be net. Failure of an Awardee to provide this information may result in either the invoice being returned for clarification or a delay in processing said invoice for payment. Invoices shall be mailed to the address listed on the PO.
- 5.11 **MINIMUM ORDER:** Price or quantity restrictions stated by any Bidder shall not be considered for award. Any bid which stipulates minimum order by quantity or dollar amount shall not be considered for award. Each item must be bid separately, and no attempt is to be made to tie any item or items in with any other item or items.
- 5.12 **VALUE:** No guarantee as to the dollar amount of this bid is implied or given. SBBC is not obligated to place any orders with any Awardee participating in this bid.
- 5.13 **PRICE ADJUSTMENTS:** Prices offered shall remain firm through the first three years of the contract. A request for price adjustment, with proper documentation justifying the adjustment, may be submitted, in writing, 30 days prior to the third anniversary date of the contract. Price adjustment requests shall be evaluated on an annual basis thereafter. Unit price adjustments must have written approval from SBBC prior to invoicing. Any unit price adjustment invoiced without written approval from SBBC shall not be paid and the invoice returned to the Awardee for correction. Requests for price adjustments shall not exceed 3% per adjustment.
- 5.14 **PRICE REDUCTIONS:** If, from date of bid opening, the Awardee either bids the same products at a lower price than offered to SBBC or reduces the price of the bid product, the lowest of these reduced prices shall be extended to SBBC.
- 5.15 **ADDITIONAL PRICING (BALANCE OF LINE):** The items listed on the Bid Summary Sheet are indicative of the current items being procured by SBBC. Bidders are requested, to list a single percentage discount level that applies to any items not listed. This percentage discount will establish the minimum discount level that will be applied to future pricing for items procured by SBBC from the Awardee as a result of this ITB and is for informational purposes only. Awardee may offer SBBC additional educational discounts at any time (or SBBC may request additional quantity discounts) and invoice SBBC at a greater discount than contained in their proposal. SBBC reserves the right to purchase updated products as technology evolves and new products are introduced or are otherwise different than those specified in this RFP at any time and for any item procured from the Awardee(s) under this ITB.
- 5.16 **ADDITIONAL SERVICES:** SBBC reserves the right to add labor and/or services not itemized on the Bid Summary Sheets during the term of the contract as it deems necessary. The cost of the additional services will be based upon a mutual agreement between awardee(s) and SBBC at a rate comparable to fair market or industry standards.
- 5.17 **PROTECTION OF WORK, PROPERTY AND PERSONNEL:** The Awardee shall at all times guard against damage and/or loss to the property of SBBC and shall replace and/or repair any loss or damages unless caused by SBBC. SBBC may withhold payment or make such deductions, as it might deem necessary, to insure reimbursement for loss and/or damages to the property through negligence of the Awardee. The Awardee shall take the necessary safety precautions to protect both personnel and property while the work is in progress.
- 5.18 **W-9 FORMS:** All Bidders are requested to complete a W-9 form, it can be found at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> and submit with their bid.
- 5.19 **SUPPLIER REGISTRATION:** To become a registered vendor for SBBC, vendors must access, complete and submit a Supplier Profile Questionnaire (SPQ) through SBBC's new eProcure Online Supplier Portal, powered by Ariba which can be located at: <http://schoolboardofbrowardcounty.supplier.ariba.com/register> Purchase Orders or payments cannot be issued to the Awardee without an SAP Vendor number, which is issued after completion of the Online Supplier Portal registration process. Training materials are available via our website at <https://www.browardschools.com/PWS> (if needed).

SECTION 6 – SCOPE OF SERVICES

- 6.1 SETUP HARDWARE AND SERVICES - Current Landscape Site (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the cloud hardware systems to support SBBC’s current SAP instances; including, but not limited to: Production and Non-Production environments, Legacy HR instance, Solution Manager, SAP Router, Web Dispatchers and AD/DNS. Bidders shall provide all related costs on included Excel spreadsheet.
- 6.2 SYSTEM MIGRATION SERVICES - (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) service for the migration of the existing SBBC cloud hosted SAP system to the Awardee’s cloud hosted solution. System migration service cost must include project management, setup, system updates to latest releases, data migration, systems validation, and change management support for data validation and testing.
- 6.3 DISASTER RECOVERY - (One Time / Non-Recurring Costs)** Awardee shall provide the one-time (non-recurring) services to setup the Disaster Recovery site for SBBC Production system. Bidders shall provide all related costs on included Excel spreadsheet.
- 6.4 SUPPORT MODEL - SAP BASIS, Database and Operating System Support** Awardee shall provide an operating system (OS), database (DB) support services and SAP Technical Support (Production/Basis/HANA & Non-Prod HANA) to SBBC SAP servers. Refer to Exhibit I – Build sheet for a complete list of SBBC servers. The following table shows the support to be provided for each type of server:

Usage Type / System / Application	Host Name	Support Model
Production Systems (Prod)		
ERP Central Component (ECC)	SAPYEPA, SAPYEPB, SAPYEPC, SAPYEPD, SAPYEPE, SAPYEPF, SAPYEPZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBPA, SAPYBPB, SAPYBPC, SAPYBPZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPPA, SAPYPPB, SAPYPPC, SAPYPPD	OS/DB/BASIS
Process Integration (PI)	SAPZXPA	OS/DB/BASIS
Legacy SAP HR System	SAPYPRDA	OS/DB/BASIS
Solution Manager (SolMan)	SAPYSLA	OS/DB/BASIS
SAP Router	SAPYSRA	OS/BASIS
Web Dispatcher	SAPYWIA, SAPYWZA	OS/BASIS
Active Directory	SBBCADVS1, SAPYDNSVS1	OS
Non-Production Systems		
<u>Quality Assurance (QA)</u>		
ERP Central Component (ECC)	SAPYEQA, SAPYEQB, SAPYEQC, SAPYEQZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBQA, SAPYBQB, SAPYBQZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPQA, SAPYPQB	OS/DB/BASIS
Process Integration (PI)	SAPZXQA	OS/DB/BASIS
Web Dispatcher	SAPYWIB, SAPYWZB	OS/BASIS
<u>Development (Dev)</u>		
ERP Central Component (ECC)	SAPYEDA, SAPYEDZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBDA, SAPYBDZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPDA, SAPYPDB	OS/DB/BASIS
Process Integration (PI)	SAPZXDA	OS/DB/BASIS
<u>Sandbox</u>		
ERP Central Component (ECC)	SAPYESA, SAPYESZ	OS/DB/BASIS
Business Warehouse (BW)	SAPYBSA, SAPYBSZ	OS/DB/BASIS
Enterprise Portal (EP)	SAPYPSA, SAPYPSB	OS/DB/BASIS

6.5 INCIDENT CLASSIFICATIONS & SERVICE LEVEL REQUIREMENTS (SLAs) – Awardee shall meet or exceed the minimum SLAs including time to respond, communication interval and level of effort listed below for Service Desk Response times and incident priorities:

Priority/ Severity	Definition	Time to Respond	SBBC Communication Interval	Level of Effort
P1	A major part of the system is unavailable/not operating correctly, affecting multiple users. <u>No workarounds are in place and business operations are not possible.</u> OR Incident has a <u>critical impact on the business</u> (e.g., loss of the Exchange Production server impacting all users).	15 minutes	Every 30 minutes	Immediate and continuous effort until the issue is resolved or a workaround is developed
P2	Part of the system is unavailable/not operating correctly, affecting users in a single function. <u>No workarounds are in place and business operations in this function are not possible/severely impacted.</u> OR Incident has a <u>serious impact on part of the business</u> (e.g., a configuration change is impacting a small subset of users).	60 minutes	Every 60 minutes	Continuous effort until the issue is resolved or a workaround is developed.
P3	Part of the system is unavailable/not operating correctly, affecting users in a single function. <u>Workarounds are in place, but business operations are impacted, although not severely.</u> OR Incident has a <u>temporary impact on users and is noncritical or is a development issue</u> (e.g., email is slow to deliver)	4 hours	Updates provided as available	Work until issue is resolved or a workaround is developed, during business hours
P4	Incident that is <u>causing inconvenience to the business</u> , but not impacting operations. OR Incident has a <u>minor impact on users or business</u> , or issue is a request for further information	1 US business day	Not applicable	Shall be addressed during the next general update to the services

6.5.1 PENALTIES Disruption to Service is defined as a service that is temporarily unavailable, or that a system or equipment fails to function in a normal or satisfactory manner causing loss of work productivity. Awardee Response Time related to Disruption of Services is defined as the amount of time between the start of a Disruption of Service and when the provider actually responds (automated responses not included) that resolution efforts of the disruption is underway. In the event of an extended disruption of service or failure to meet the minimum SLA listed above, Awardee must provide a service credit and apply to the monthly recurring charge, in the same month as follows:

Disruption of Service		Response Time		
Duration of Disruption	Credit Amount	Incident Severity	Response Time	Credit Amount
Less than 1 hour	No credit	P1	16 minutes – 30 minutes	5%
1 – 2 hours	10%	P1	31 minutes or Greater	25%
2 – 4 hours	15%	P2	61 minutes or Greater	10%
4 – 8 hours	25%	P3	4 hours or Greater	10%
Greater than 24 hours	50%	P4	1 US Business Day or Greater	10%

6.6 SAP TECHNICAL, DATABASE & OPERATING SYSTEM SUPPORT AND MONITORING Awardee shall provide “Monitoring Services”, which include system monitoring and event monitoring. The system alerts Awardee and selected SBBC contacts highlighting areas that require attention or action. The Monitoring Services include the following minimum requirements:

Service	Service Description	Frequency
System Availability	Checks that SAP is available and accessible (Checks that all SAP instance(s) are running.)	<1 minute
Version Management	Details the current version levels in operation (Includes software versions, as well as operating system and patch management.)	On Request
Background Jobs-System	Check for failed background jobs. Based on SBBC guidelines	Automate based upon job scheduling
Remote Function Calls (RFC) Communications	Check the status of the inbound and outbound communication queues. Based on SBBC guidelines.	Multiple times per day
Response Times	Check the dialog response time	Daily, upon request or as part of issue RCA
Memory Management	Check SAP buffers	Daily
CPU Efficiency	Check CPU utilization	<1 minute
System Security	Check that system has been locked against system modification and that as determined by SBBC’s predefined strategy is enforced	<1 minute
Update Failures	Check for failed updates	Daily
Lock Management	Check for long running lock queues	<1 minute
SAP Processes	Check for long running processes	<1 minute
Backup	Checks that backups have been successfully completed. Checks the timing and performance of backups.	Daily
Output Management	Check for spool failures	Per ticket request
SAP System Log	Check for critical or high warnings	Daily
File System Space	Check file system free space	<1 minute

6.7 SAP TECHNICAL SUPPORT – OPERATING SYSTEM AND DATABASE MONITORING

6.7.1 Awardee shall provide “monitoring Services”, which includes observing events in near real-time

6.7.2 Awardee shall support teams and monitor event behavior in such a way that they can be proactive, identifying problems and potential event outages before they occur.

6.7.3 Supported Systems must be monitored utilizing 24x7x365 monitoring

6.7.4 Services include the activities set forth below:

Service Name	Service Description	Frequency
System Availability	Checks that Operating System is available	<1 minute
File System Space	Check that file system free space is 80% available	15 minutes
Event Log Management	Monitor event logs for critical or error event levels	<1 minute

6.8 SAP TECHNICAL SUPPORT – EVENT NOTIFICATION

Service Name	Service Description
Event Notification	Alerts for alarms thresholds are being met or exceeded

6.8.1 An alert will trigger the creation of a ticket in the Awardee’s Service Desk

6.8.2 A Critical Alert (P1) must be escalated 24x7x365 (twenty-four hours per day, seven days per week and three hundred sixty-five days per year) for Enterprise Support. A Major Alert (P2) must be escalated during the business hours of Monday–Friday, 7:30 AM–6 PM EST for Business and Enterprise Support.

6.8.3 The default notification settings for Operating Systems are described in the table below:

Metric Name	Alert Critical	Alert Major	# of Samples	Frequency
CPU_Usage	99 %	98 %	12	5 minutes
Disk_Usage Percentage	< 5%	< 10%	4	15 minutes
Memory Paging	99%	98%	12	5 minutes
Memory Usage Percentage	30000 KB/Sec	25000 KB/Sec	12	5 minutes
Memory Physical Usage Percentage	99%	98%	12	5 minutes
Memory Swap Percentage	99%	98%	12	5 minutes
Disk/Filesystem Missing	True		12	5 minutes
Server Reboot	True		Alert based on system log	

6.8.4 The default monitoring settings for databases are described in the table below:

Monitor Database Availability	Default Threshold	Notes	Alert
Tablespace Free	80%	Percentage of free space on each tablespace	Major
Log File Size	<1 GB	Less than 1 GB Available	Critical
Cache–Hit Ratio	95%	The buffer cache hit ratio calculates how often a requested block has been found in the buffer cache without requiring disk access	Major
User Memory Consumption	80%		Major
Memory Usage	90%	Total memory used before usage causes issues with db performance	Critical
Session Waits counter	"0" or "0" % wait time.	How many users are waiting for resources? Recommendation is to use the 0% wait, meaning no process should have to wait for any database resources.	Critical

6.9 SAP TECHNICAL SUPPORT – SAP BASIS MANAGEMENT

Service Name	Service Description
Capacity Report	Summarized report of a predefined period to aid in Capacity Management. Quarterly upon request.

6.9.1 Management Services include the following:

Service Name	Service Description
Transport & Correction Management	All transports are managed through SBBC’s change management process at pre-determined times (Awardee and SBBC will mutually agree in advance as to the transport import schedule; these will be executed via individual Service Requests in ticket system)
Spool Management	Create/delete/change SAP printers
Client Management	Creation of new empty clients. Deletion of clients. Client refresh within the same SAP instance.
Centralized Computing Center Management System (CCMS) Management	Create/delete/change operations timetable, operation modes, SAP load balancing groups, SAP instance profile, DBA planning schedule.

Service Name	Service Description
SAP EarlyWatch	Review and implementation of appropriate SAP Basis EarlyWatch recommendations (In coordination with SBBC's approval and predetermined change management process)
Performance Management	Performance analysis, tuning, Recording, maintenance and implementation of recommendations/solutions
SAP Restore & Recovery Advice	Advise on Restore/recovery of supported SAP systems
SAP Refreshes	Perform instance refreshes of SAP supported SAP systems

6.10 SAP TECHNICAL SUPPORT – DATABASE MANAGEMENT Awardee shall provide “Database Management Services”, which includes the day-to-day technical administration of the Database Systems. The Service must meet certain functions that occur when managing Relational Database Management Systems. See Section 6.16 – RESPONSIBILITIES MATRIX for or detailed service requirements and the roles of SBBC and Awardee. The Database Management Services include the following:

Service Name	Service Description
Space Management	Manage all aspects of HANA/RDBMS space management for stability and availability of the HANA/RDBMS
Security Management	Implement security recommendations as required by the HANA/RDBMS Awardee, SBBC, or recommended via Service Monitoring
Object Management	Manage all aspects of HANA/RDBMS object management for stability and availability of the of the HANA/RDBMS
Configuration Management	Implement configuration recommendations as required by the HANA/RDBMS Awardee, SAP, SBBC, or recommended via Service Monitoring
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations or solutions
HANA/RDBMS Backup	Verify HANA/RDBMS backup tasks through HANA/RDBMS tools
HANA/RDBMS Restore and Recovery Advice	Restore of files and recovery advice of supported HANA/RDBMS

6.11 SAP TECHNICAL SUPPORT – OPERATING SYSTEM MANGEMENT Awardee shall provide “Operating System Management Services”, which include the day-to-day technical management of the operating systems. Awardee must meet SAP standards related to supporting, maintaining and managing SAP system instances. See Section 6.16 - RESPONSIBILITIES MATRIX (“Operating System”) for detailed service requirements and the roles of SBBC and Awardee. The Operating System Management Services include the following:

Service Name	Service Description
Storage & File Management	Create/delete/change file systems
Configuration Management	Create/delete/change operating system parameters to the configuration files as recommend by the OS Awardee, SAP, or via Capacity Management or Service Monitoring
Operations Management	Stop and start of the operating system, system services and processes
Scheduling	Create/Delete/Change background scheduling services
Performance Management	Performance analysis, tuning, maintenance and implementation of recommendations/solutions

6.12 SAP TECHNICAL SUPPORT – SAP PATCH MANAGEMENT

- 6.12.1** To maintain stability and performance, Awardee shall, in collaboration with SBBC to provide release updates and bug fixes to correct SAP software or hardware.
- 6.12.2** Awardee shall provide “Patch Management Services” in collaboration with SBBC, which includes applying these updates and carrying out offline maintenance where the system must be taken down to carry out the work

6.12.3 The Patch Management Services include the following:

Service Name	Service Description	Frequency
Kernel release	Implementation of SAP kernel release	Quarterly upon request
SAP Support Packages	Implementation of SAP support packages/content/ADDON/PLUGIN	Upon Request
HANA/RDBMS Maintenance release	Implementation of HANA/RDBMS maintenance release and service packs	Upon Request
HANA/RDBMS Patches/ Hotfix	Implementation of HANA/RDBMS patches and hotfixes	Upon Request
OS Patches	Implementation of OS patches	Quarterly upon request

6.13 CHANGE MANAGEMENT: Change Management is a process centered on tracking and recording changes made to affected services. The principal focus of this process is that before any changes are made, they are reviewed and approved by someone other than the Requester or Implementer of the ticket. Once the ticket has passed through approval and the ticket is implemented, the ticket then goes through a review phase before being closed. SBBC must be involved in approving any changes in the environment. Awardee must have written approval for changes from SBBC prior to going to the Change Management Board (CMB). The CMB shall not approve any changes without written approval from SBBC. For SBBC changes in its environment; Broward County must inform the Awardee of any change request that will impact the infrastructure or application(s) the Awardee supports. Change Management includes:

- 6.13.1 Internal (Awardee) Weekly CMB Meetings
- 6.13.2 Changes communicated (CR – Change Request)
- 6.13.3 Representation by SBBC and each Awardee functional area
- 6.13.4 Voting by change management designees
- 6.13.5 Emergency CMBs as Needed (Email CMB)
- 6.13.6 In-lieu of an emergency, a minimum of five (5) days’ prior notice is required via an approved change ticket when requesting a system refresh and complex changes
- 6.13.7 All communication should be done via a ticket with telephonic escalations to a Technical Account Manager and the Awardee Service Desk as needed.

6.14 DISASTER RECOVERY

- 6.14.1 Disaster Recovery Protection: Production Virtual Machines (VMs) and Storage Replication must have the following protection in case of a DR Event: (i) compute resource in the secondary Site are reserved to support core processing from the primary Site; and (ii) during a DR Event, these VMs must be brought up by the Awardee in the secondary Site with the same IP addresses assigned in the primary Site and with data replicated from the primary Site. VMs have Awardee software provisioned to manage VM resources based upon consumption. Its algorithms consider capacity and predict demand.
- 6.14.2 DR Event: means with respect to Awardee, where the platform or infrastructure experiences a catastrophic failure that will not be rectified by Awardee within a 12-hour period and therefore is declared a disaster by Awardee with SBBC and Awardee consultation. Awardee’s Disaster Recovery Cloud Management Platform must provide a unified, cloud-agnostic control plane that integrates infrastructure orchestration, enterprise application automation and a suite of business intelligence and service management tools.
- 6.14.3 If the Awardee’s cloud platform becomes unavailable, Awardee shall communicate with SBBC and collaboratively make a decision considering SBBC’s input on whether or not to execute the DR plan.

6.15 ROOT CAUSE ANALYSIS

- 6.15.1 Root Cause Analysis: the formal process, documented in writing by the Awardee and approved by SBBC , to be used by Awardee to diagnose problems at the lowest reasonable level which includes a report of the corrective action to be taken and defined timelines for corrective actions, which shall eliminate, to the extent reasonably possible, repeat failures.
- 6.15.2 Root cause analysis and reporting for any tier 1 or tier 2 failures
- 6.15.3 Problem: An incident that was temporarily resolved but requires further work to permanently resolve and often includes recurring incidents or incidents which are classified as high priority (P1) or for which SBBC requests a Root Cause Analysis or problem review. (SBBC requests Incident report / Problem record)
- 6.15.4 If SBBC is experiencing a problem, SBBC may request a Root Cause Analysis (RCA) ticket by contacting the Awardee. Awardee shall produce a preliminary RCA for all in-scope P1 Incidents within 48 hours, and a final report within 14 calendar days. Awardee must investigate and diagnose the problem with the support of SBBC.
- 6.15.5 A formal Root Cause Analysis (RCA) must be provided for all Production high priority (P1) incidents as required. Non-Production Root Cause Analysis for Availability will be upon request from SBBC.

6.16 **RESPONSIBILITIES MATRIX.** The designation of "X" in a task or activity specifies the party that is responsible for the given task or activity. Awardee must perform all service listed below and shall not charge SBBC fees that exceed those specified within this bid.

6.16.1 Physical and/or Virtual Infrastructure

Task	Awardee	SBBC
App Server Maintenance	X	
DB Server Maintenance	X	
Web Dispatcher Server Maintenance	X	
Uninterrupted Power Supply	X	
UPS and Backup Power Systems	X	
Fire/Flood Protection	X	
Fire/Flood Protection Systems	X	
Physical Facility Maintenance	X	
DR Facility & Business Continuity Provisioning	X	
Conduct Facility Review	X	
Telecommunication Network and Internet		X
Physical Facility Security	X	
Test Facility Security Controls	X	
Server Start-up/Shutdown	X	
Hardware Patches and Upgrades	X	
Memory Modules	X	
Disk Drives	X	

6.16.2 Network

Task	Awardee	SBBC
Physical Network – Customer Data Center (Customer Premise Equipment (CPE))		X
Physical Network – SAP Data Center	X	
Connectivity between Primary and DR SAP Data Centers	X	
Network Monitoring of SAP Data Centers to Customer Demarcation Point	X	
Network Monitoring of CPE		X
Network Maintenance of SAP Data Centers to Customer Demarcation Point		X

Network, DNS Resiliency of SAP Data Centers to Customer Demarcation Point		X
Local Loop, Carrier to Customer Demarcation Point		X
VPN Server to CPE		X
VPN Server CPE and Token/FOB		X
Provide network infrastructure at data center to connect telco equipment provided by customers	X	
Size network connections		X

6.16.3 Storage Management

Task	Awardee	SBBC
Physical SAN Hardware	X	
Storage Monitoring & Maintenance	X	
Files System Integrity	X	
Storage Hardware and Software Patches and Upgrades	X	

6.16.4 Operating System – Production MS Windows, SUSE Linux, and Non-Production SUSE Linux

*exceptions noted below

Task	Awardee	SBBC
OS Patches, Upgrades and Monitoring	X	
OS Configuration	X	
OS Configuration Specific to COTS	X	
System Administration	X	
System Administration Specific to COTS	X	
Obtain and Provide OS License Keys (BYOL)		X
Apply OS License Keys	X	
Monitor Expiration of OS License Keys	X	
Recommend / Add OS level parameters for compliance with OS vendor best practices	X	
Delete OS level parameters for compliance with OS vendor best practices	X	
Modify OS level parameters for compliance with OS vendor best practices	X	
Perform OS Stop, starts, and reboots as required	X	
Delete print jobs/spool at OS level as requested X	X	
Management of on premise (SBBC site) print servers. Remove printers at OS level as requested. Configure print queues for SAP at the OS as required.		X
Remove printers at OS level as requested.	X	
Configure print queues for SAP at the OS as required.	X	
Deploy Current VM tools to operating systems	X	
Validate multi-pathing	X	
Define System (Privileged) Accounts and groups to be created	X	
Define Consistent User IDs and Group IDs to be used across landscape for System accounts	X	
Adjust ULimits as per Awardee installation guidelines	X	
Add Presented Storage to volume groups as required	X	
Add/Change/Remove presented storage from volume groups	X	
Create/Modify/Remove Logical volumes as required	X	
Create/Modify/Remove Journaled File system on logical volumes as required	X	
Mount/unmount Journaled File systems as required	X	
Create/Modify/Remove/Export/Share Network File systems as required	X	
Mount/unmount Network File systems as required	X	
Update fstab file for automated mounting of all file systems on upon restart	X	

Task	Awardee	SBBC
Define Name Servers for SBBC namespace		X
Configure DNS settings in accordance with agreed upon settings	X	
Define Network time server to be used in SBBC namespace	X	
Configure NTP server in accordance with agreed upon settings	X	
Define appropriate time zone on a per server basis and provide the time zone server URL	X	
Update time zone configuration in accordance with agreed upon settings	X	
Administer OS images in compliance with agreed upon hardening standards	X	
Performance analysis, tuning, maintenance and implementation of recommended solutions	X	
Work/resolve OS related incident, problem, change, and service request as per agreed upon service levels	X	
Configuration of sftp daemon	X	
Create and maintain sftp user accounts and groups	X	
Manage file systems	X	
Provide user list		X
Creation and deletion of files	X	
Provide CIFS (aka Samba) share on LINUX	X	
Creation and maintenance of folder structure on shares	X	
Ensure up-to-date anti-virus protection on end user equipment connecting to the provided shares	X	
Implement virus protection on server	X	
Backup of data on shares	X	

6.16.5 Application – (AMS Supported Production servers & Non-Production HANA servers)

Task	Awardee	SBBC
Topic: Account Management		
Conduct Delivery and Operations Kick Off	X	
Review Secure HANA Cloud (SHC) Support Manual (Run Book)	X	
Schedule Landscape Review and Scope Alignment	X	
Perform Engagement & Operations Review	X	
Process commercial change requests as required for hardware upgrades, additions, etc.	X	
Topic: Platform Setup		
Architecture review and sign-off	X	
Configure of Virtual Machines and Storage for SAP Solution landscape	X	
Initial Operating System Installation per SAP Install Guide	X	
Enablement of SHC system monitoring	X	
Setup of monitoring agents on SHC Solman		X
Configuration of monitoring on SHC Solman		X
Configuration of managed systems to download patches via the maintenance optimizer (MOPZ)	X	
Configuration of production managed systems in Solution Manager to provide Early Watch Reports	X	
Configuration of SAP online help (local installation)	X	
Application customizing, configuration (post-installation configuration), activation of business functions; application maintenance, application support and application troubleshooting		X

Task	Awardee	SBBC
Increase system capacity by adding additional components (nodes, application servers, etc.) or moving existing system to larger infrastructure (e.g., larger database server)	X	
Topic: Platform Administration		
Data Center Management	X	
Supervise remote connection between the hosted system landscape and SAP's support infrastructure	X	
Separate systems in SHC SBBC landscape into more than one network segment	X	
Provide access to systems/resources within SBBC's infrastructure. Provide network access to systems/resources within SBBC's infrastructure for OS, DB, and SAP Application.		X
As Built Documentation (Low Level Design)	X	
Perform Scale out of compute capacity (memory & CPU)	X	
Create and maintain vendor security policies		X
Provide security hardening requirement to support the policies		X
Configure and implement security tools to support contract requirement	X	
Perform vulnerability scanning	X	
Inform SBBC of Security Incidents	X	
Installation and update of security software and patterns updates (as appropriate)	X	
Maintain valid vendor maintenance agreements as needed for vendor owned assets	X	
Use vendor proactive support capabilities to help identify potential failures	X	
Schedule hardware maintenance (for hardware failures and planned modifications)	X	
Schedule hardware/equipment maintenance as recommended by vendors	X	
Provide usage inputs for sizing of server infrastructure		X
Provide cloud server infrastructure	X	
Provide licenses for OS (when BYOL is not used)	X	
Perform scheduled startup/shutdown of hardware at the VCenter Level	X	
Restart Hardware after failure at VCenter Level	X	
Capacity Planning and Reporting	X	
Topic: General Database Administration		
Stop and Start database as required	X	
Schedule all recommended basis jobs within SAP for database maintenance per specific OSS notes	X	
Installing new database versions	X	
Setting and tuning system parameters	X	
Ensuring proper storage is available for databases	X	
System level Strategy Determination	X	
System Level planning and management	X	
System level implementations or installations	X	
Recommendation for System level tuning of the database parameters	X	
System level database monitoring and management	X	
System Level database recovery activities	X	
Perform Database System Storage Capacity Management and provide estimates for the storage necessary to support the Database Systems	X	
Implement and administer system level components of the data archiving processes for the Database Systems	X	

Task	Awardee	SBBC
Establish, manage and maintain infrastructure authentication IDs and privileges	X	
Provide role-based access to Authorized Users to the Database Systems	X	
Provide role-based access to authorized administrative users to the database systems	X	
Provide role-based access to authorized database development and database modeling users		X
Develop and maintain scripts, utility jobs and automated processes necessary to maintain the Database Systems	X	
Trace files / logs cleanup	X	
Create Tablespace usage report	X	
Create Invalid Objects report	X	
Create New Object Creation Report	X	
Create Fragmented Object Report	X	
Create report on database usage statistics	X	
Create new DB instance	X	
Manage online redo logs or archive logs	X	
Archiving on Approved Storage Devices	X	
Ensure that databases adhere to SBBC database hardening rules (complying with SBBC's security requirements)	X	
Develop, test, and implement System Level backup/recovery strategy	X	
System Level backup/Restore monitoring	X	
Produce System level backup/Restore implementation and operational procedures	X	
Assist Basis and OS teams with DB restores & recover operations as necessary	X	
Work/resolve DB related incident, problem, change, and service requests as per agreed upon service levels	X	
Topic: Database Administration Tasks - HANA Specific		
Initial Setup of the HANA Cockpit	X	
Review Top Resources with Alerts	X	
Initial Install of HANA Studio on jump server	X	
Review Aggregate Health Monitor	X	
Start/Stop HANA from HANA Studio as required	X	
Manage Database Containers if applicable	X	
Schedule Recurring Administrative tasks in HANA studio	X	
Manage HANA tables from HANA studio as Required	X	
Review/Adjust HANA system Properties (ini files)	X	
Create/modify users for HANA modelling in the SAP HANA studio		X
User, roles and permissions management for non-technical users		X
User, roles and permissions management for technical and administration users	X	
Clean-up HANA log and trace files (traces, statistic files etc.) to free up capacity and keep HANA system clean and healthy	X	
Add an additional SAP HANA node to increase SAP HANA capacity	X	
Change SAP HANA database architecture (single node to multi node or vice versa)	X	
Operate encrypted HANA database	X	
Implement HANA encryption on existing SHC HANA database	X	
Implement / maintain additional SAP tools (e.g., SAP HANA Analytics Foundation Browser)	X	
Configure HSR if Applicable - *initial configuration is chargeable*	X	

Task	Awardee	SBBC
Manage/Monitor HSR if Applicable	X	
Maintain technical configuration parameters for SAP HANA XS based on SAP and SHC standards and recommendations		X
Maintain Application Runtime Configurations		X
Manage Trust Relationships		X
Maintain SAML Providers		X
Maintain SMTP Server Configurations		X
Maintain HTTP Access to SAP HANA		X
Maintain User Self Service Tools		X
Schedule XS Jobs		X
Topic: BASIS Management		
Stop & Start SAP Applications as Required	X	
Manage Instance Profiles	X	
Troubleshoot and resolve system issues	X	
Monitor and tune system performance	X	
Monitor for performance issues and bottlenecks	X	
Perform custom application code tuning		X
Interface scheduling and monitoring (per documented process)	X	
Manage short dumps	X	
System log file analysis/management/resolution	X	
Application administration & troubleshooting	X	
SAP Client maintenance	X	
Troubleshoot and resolve system printing issues	X	
Setup, Test, Troubleshoot and resolve SBBC -site printer and printing issues		X
Setup and test system printers via Transaction SPAD	X	
Work/resolve Basis related incident, problem, change, and service requests as per agreed upon service levels	X	
Schedule/De-Schedule/Suspend background jobs via transaction SM36&37 based on the details provided in a pre-agreed upon template	X	
Monitor and triage, as applicable, functional/business application background job issues		X
Troubleshoot and resolve System/BASIS background job issues	X	
Configure and maintain workflow and applications		X
Configure SSO with portal - adjust parameters for all nodes	X	
Integration with PO SLD - sxmb_adm	X	
Activate business function sets - SFW5	X	
Activate queues in sxmb_adm	X	
Configure/Manage Incoming & Outgoing mails via SAP Connect	X	
SSO with LDAP for backend users	X	
Topic: SAP Basis Web Dispatcher Specific Tasks		
Register/Remove Systems in Web Dispatcher and their options regarding SSL	X	
General memory management definition	X	
General security parameter definition	X	
General Configuration for Support SSL in Parameter File or PSE Maintenance Tool in Admin tool (Handling HTTPS Requests)	X	
Communication with the message server / application server using SSL	X	
Modification of HTTP requests	X	
Setting up error handling	X	

Task	Awardee	SBBC
Maintaining the authentication File	X	
Changes in Backend Systems due Web Dispatcher (HTTPURLLOC)	X	
Set log and trace levels	X	
Encryption policy definition (protocols, ciphersuites, key length)		X
Encryption policy implementation (protocols, ciphersuites, key length)	X	
Define Web Dispatcher Connections		X
Maintain Web Dispatcher Connections	X	
Definition of port ranges		X
Load balancer configuration for Web Dispatcher – Provide whitelist		X
Load balancer configuration for Web Dispatcher based off whitelist provided by SBBC	X	
DNS Changes for Web Dispatcher Service		X
Topic: SAP Basis BW Specific Tasks		
Install BI_CONT add-on and activate BI content on the production client	X	
BW source system creation	X	
Create logical system names	X	
Topic: SAP Basis Client and System Copies		
Request Local Client copies - Create Change Request/Service Request		X
Approve Local Client Copies		X
Execute Local Client Copies	X	
Technical Validation of Client Copies	X	
Functional Validation of Client Copies		X
Remediate/Resolve Technical Client Copy Errors	X	
Remediate/Resolve Technical Functional Client Copy Errors		X
Request System Copies - Create Change Request/Service Request		X
Remediate/Resolve Technical Errors with Refresh	X	
Remediate/Resolve Functional Errors with Refresh		X
Manage transport management system configuration (SE06, STMS)	X	
Releasing transports		X
Apply transports and migrate configuration and code changes.	X	
Resolve RC=12 Transport Errors (These have to do with STMS Config)	X	
Resolve RC=8 Transport Errors (These have to do with errors in objects)		X
SAP OSS Note Application		
Create OSS User IDs and assign rights		X
Apply OSS notes via transaction SNOTE	X	
Apply Manual Program Changes/Configuration Changes		X
Request Developer Keys		X
Request and Manage Object Keys		X
Topic: OS, Database, SAP Component, and SAP Kernel Patching		
Configure/Install infrastructure servers in SBBC VLAN	X	
Install Agents on SBBC servers	X	
Run Patch Reports Monthly	X	
Identify Availability of Patches and provide recommended patch list to SBBC	X	
Initiate Change Request for Patching		X
Approve Change Request for Patching		X
Apply MS Critical Patches - NON-PRD Systems	X	
Apply MS Critical Patches - PRD Systems	X	

Task	Awardee	SBBC
Apply Linux Critical Patches - NON-PRD Systems	X	
Apply Linux Critical Patches - PRD Systems	X	
Download, Schedule, and apply OS Security Patches - NON-PRD Windows	X	
Validate successful application after reboot	X	
Download, Schedule, and apply OS Security Patches - PRD	X	
Validate successful OS Security Patch application after reboot -PRD	X	
Download, Schedule, and apply Database Binary Patches - NON-PRD	X	
Run Scripts to Catalog as necessary - NON-PRD	X	
Download, Schedule, and apply Database Binary Patches - PROD	X	
Run Scripts to Catalog as necessary - Production	X	
Download Kernel Patch set, mount/share as necessary	X	
Make Backup copy of Kernel on NON-PRD Server to be patched	X	
Apply new kernel to executables directory on NON-PRD Server	X	
Start SAP and validate start on NON-PRD Server	X	
SBBC Validation and sign off - applicable NON-PRD server(s)		X
Stop SAP on NON-PRD Server to be patched	X	
Make Backup copy of Kernel on PRD Server to be patched	X	
Apply new kernel to executables directory on PRD Server	X	
Start SAP and validate start on PRD Server	X	
SBBC Validation and sign off - PRD servers		X
Update Change Request with Results of Change	X	
Apply patches for single SAP components - SPAM	X	
Topic: Monitoring and Alert Management		
Monitoring of hardware on hypervisor level	X	
Monitor SAP data center and DR network utilization	X	
Checks that OS, HANA/RDBMS or applications are available	X	
Check file system free space is available	X	
Monitor Event Logs for critical or error event levels	X	
Monitor CPU, Memory and other system counters that measure usage or utilization	X	
Monitor the availability of Websites (Portal)	X	
Monitor the up down, stopped or start of specific services/daemons and named processes	X	
Alert definitions using standard products	X	
Alert setup of standard products	X	
Monitor system logs for errors and warnings	X	
Monitor user activity and work process status	X	
Monitor lock entries	X	
Monitor abnormal program failures	X	
Monitor update failures	X	
Monitor communication channels (RFCs, ICM, Message Server, etc.)	X	
Resolution of Assigned Incident/Service tickets	X	
Monitor spool system for errors	X	
Alert log monitoring	X	
Alert log file rotation	X	
Database backup monitoring (full/incremental/archive)	X	
Connect check	X	

Task	Awardee	SBBC
Connect DB	X	
Instance status	X	
Data file cannot extend	X	
Free space in Tablespace	X	
Free space deficit	X	
DBA – locks	X	
Process limit	X	
Performance management & performance trends	X	
Operational hardware monitoring (availability, critical operations parameters)	X	
Schedule hardware maintenance (as part of planned activities or as a result of hardware failures)	X	
Use Awardee proactive support capabilities to help identify potential failures	X	
Monitoring of memory load	X	
Topic: IT Service Management (ITSM)		
Create Monthly Service Performance Review	X	
Produce Daily Backlog Report for Incident, Change, and Service Request Tickets	X	
Perform weekly review and Problem Analysis of Tickets Raised	X	
Create service plan for reoccurring and proactive tasks	X	
Receive and acknowledge requests in SAP defined request tracking system	X	
Assess criticality/priority of request, effort and approval as required	X	
Coordinate request approval	X	
Notify requester of approval or rejection	X	
Coordinate request scheduling	X	
Notification of request completion	X	
Document, track and manage all Problem tickets using ITSM system	X	
Provide Problem management review and document Root Cause Analysis (RCA) for all in-scope P1 Incidents (preliminary report within 48 hours; final within 14 calendar days)	X	
Investigate and diagnose reoccurring events, alerts	X	
Document, track and manage all Service Requests using ITSM system	X	
Manage Service Requests to meet Service Levels	X	
Notify SBBC if unable to fulfill Service Request to meet Service Levels	X	
Document, track and manage all Incidents using ITSM system (ITIL methodology/practices)	X	
Perform Incident management related services necessary to meet Service Levels	X	
Assign Incident priority based on impact and standards set forth above	X	
Escalate Incident Per a Defined Process		X
Provide method of collaboration to address high priority Incidents (e.g. P1 bridge)	X	
Communicate to SBBC on the progress made to resolve Incidents and applicable workarounds	X	
Diagnose and Provide Resolution or Workaround	X	
Perform technical validation of resolution/Workaround	X	
Perform Functional Validation of Resolution/Workaround		X
Provide root cause analysis including recommendations to avoid the reoccurrence of Incidents, develop and update knowledge base articles	X	
Topic: Disaster Recovery		
Provide disaster recovery requirements including DR plan and Contingency Plan (CP)		X

Task	Awardee	SBBC
Define, document and set up DR architecture based on requirement from base architecture-One Time	X	
Develop disaster recovery procedures (data center and tech system infrastructure only)	X	
Perform yearly DR testing exercises based on contractual agreement	X	
Ongoing management of disaster recovery architecture: monitoring of data replication to secondary site including troubleshooting	X	
Ongoing management of disaster recovery architecture: maintenance and change management for systems at secondary site to ensure system consistency including troubleshooting	X	
Execution of production failover in case of an officially declared disaster	X	
Topic: Project Governance (Migration Services)		
Data handover after contract termination	X	
Off-boarding of cloud users from SBBC environments	X	

6.16.6 Database

Task	Awardee	SBBC
Database Development		X
Manage Table Spaces	X	
Perform Database Maintenance	X	
Create and Maintain DB	X	
Create and Maintain all DB Objects	X	
Monitor Database Errors	X	
Monitor Database Performance	X	
Send Notifications Regarding DB Events	X	
Backup, Restore and Recovery	X	
Software Patches	X	
Manage DB Parameters	X	
Troubleshoot and Resolve DB failures and issues	X	
Capacity Planning and Reporting	X	
Maintain DB tools	X	

6.16.7 Backup and Archive

Task	Awardee	SBBC
Backup Library Management	X	
Off-site Facility Management and Maintenance	X	
Off-site Functions	X	
Manage Backup Procedures	X	
Perform Backup	X	
Verify Backups	X	
Periodic Validity Tests of Backups	X	
Restore Backup	X	
Perform DB recovery	X	
Backup Transfers to Off-site	X	
Backup Cleanup and Purge	X	

6.16.8 Security

Task	Awardee	SBBC
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Firewall – SBBC Data Center		X
Firewall – SAP Data Center	X	
Anti-virus Install, Updates, Scans – SBBC Data Center		X
Anti-virus Install, Updates, Scans – SAP Data Center	X	
Intrusion Detection – SBBC Data Center		X
Intrusion Detection – SAP Data Center	X	
Manage Commercial Off the Shelf (COTS) Users		X
Manage OS Users (LDAP) – SBBC Data Center		X
Manage OS Users (LDAP) – SAP Data Center		X
Manage DB Users – SBBC Data Center		X
Manage DB Users – SAP Data Center		X
Manage Application Users		X
Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SBBC Data Center		X
Computer Incident Response Team (CIRT) / Computer Emergency Response Team (CERT) – SAP Data Center	X	
Periodic Security Assessment & Awareness – SBBC Data Center		X
Periodic Security Assessment & Awareness – SAP Data Center	X	
Annual Security Assessment – SBBC Data Center		X
Annual Security Assessment – SAP Data Center	X	
NIST/FIPS Compliance – COTS & Applications – Define and implement requirement SAP Data Center		X
NIST/FIPS Compliance – Database – Define requirement SAP Data Center		X
NIST/FIPS Compliance – Database – Implement requirement SAP Data Center	X	
Periodic Vulnerability Scans – SBBC Data Center		X
Periodic Vulnerability Scans – SAP Data Center		X
Media Sanitization – SAP Data Center	X	
Cryptographic Key Maintenance	X	
Spam Protection – SAP Data Center	X	

6.16.9 Batch Jobs

Task	Awardee	SBBC
Define Job Schedule - System	X	
Define Job Dependencies - System	X	
Terminate Jobs on Request - System	X	
Monitor Job Execution - System	X	
Exception Escalation - System	X	
Define Job Schedule – Applications		X
Define Job Dependencies – Applications		X
Terminate Jobs on Request – Applications		X
Monitor Job Execution – Applications		X
Exception Escalation – Applications		X

6.16.10 Notifications

Task	Awardee	SBBC
Maintenance Notification to program leads and users on distribution list	X	
Maintenance Notification to end users		X
System Shutdown/Start	X	
Performance Issues Notification		X

SECTION 7 – SUPPLIER DIVERSITY OUTREACH PROGRAM

- 7.1 **SUPPLIER DIVERSITY OUTREACH PROGRAM (SDOP):** The SBBC has implemented a Supplier Diversity Outreach Program (SDOP) as part of the SBBC's competitive solicitation and contracting activity in accordance with School Board Policy 3330, Supplier Diversity Outreach Program and Guidelines. M/WBE is defined as an enterprise whose annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets significant business presence requirements as defined in Policy 3330. **SBBC Diversity Policy 1.5 & Supplier Diversity Outreach Policy 3330 can be seen at website URL: broward.k12.fl.us/sbbcpolicies.**
- 7.2 SDOP encourages all small and minority business owners to become a certified S/M/WBE with the SBBC. Please visit our website www.browardschools.com/sdop for information on how to apply for S/M/WBE certification, and to view our upcoming outreach events and educational workshops. You can also contact us at (754) 321- 0505 with questions or concerns.

Nondiscrimination:

Each Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this project, the Bidder has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Bidder on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Bidder agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

INDUSTRY-SPECIFIC REMEDIAL AFFIRMATIVE PROCUREMENT INITIATIVES

In the course of reaching a determination regarding which M/WBE industry-specific remedial programs, the Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, M/WBE industry-specific remedial programs shall be applied to this solicitation and resulting contract:

- 7.3 **AFFIRMATIVE PROCUREMENT INITIATIVE (API):** The following API applies to this solicitation: **Voluntary M/WBE Distributorship Development Program**

In accordance with SBBC Policy No 3330, E.6.c, the GSC encourage manufacturers to establish authorized dealerships or distributorships with M/WBE suppliers of their products on a non-discriminatory basis.

Based on the Manufacturers Certification established in this solicitation, Bidder must be an authorized dealer to sell, warranty and service that manufacturer's product. The manufacturer must execute the applicable part of the document and Bidder must also execute applicable part. The certification must be returned with the bid in time for bid opening or upon request. Failure to submit the completed certification shall result in disqualification of bid submitted. A separate document shall be completed by each manufacturer whose product is offered by the Bidder.

Bidders who are SBBC Certified M/WBEs and are authorized dealer to sell, warranty and service that manufacturer's product, may participate in the Voluntary M/WBE Distributorship Development Program by completing the Statement of Intent, Form #00470. Also, Bidders having dealer(s) who are SBBC Certified M/WBEs may fulfill the voluntary participation goal on this contract by completing the Statement of Intent, Form #00470.

The M/WBE distributor shall perform a commercially useful function on behalf of the SBBC. When the API is applied by the GSC to a commodities solicitation, the SDOP shall review the distributorship agreements of the selected manufacturer that accepts the incentives as part of its bid to ensure that the terms of the designated authorized M/WBE's distributorship agreement are similar to that of non- M/WBE distributors for that manufacturer.

Incentives ***may*** include one or more of the following listed below:

1. Accelerated payment terms of invoices for payment from the SBBC within fifteen (15) days of receipt of goods and invoices.
2. Or two (2) or three (3) additional option years in supply contracts that may be exercised by the SBBC when the manufacturer sells its products through its authorized M/WBE distributorship and demonstrates that its distributorship with that M/WBE vendor is established and operated in a non- discriminatory fashion as compared to its other distributorships.

The Bidder must utilize SBBC Certified M/WBEs to fulfill the participation goal on this contract, the M/WBE firms shall be certified by SBBC at the time of bid and the remaining time of the contract. For information on M/WBE Certification, contact the SBBC Supplier Diversity Outreach Program Office at 754-321-0550 or visit browardschools.com/Page/39992. It is the Proposer's responsibility to ensure it is compliant with these requirements and deadlines by contacting the PWS to verify the Vendor's current Certification status or to obtain the applicable certification. A

certified firm must provide a commercially useful function for a project and may not act as a broker. A certified firm which seeks to act as a broker or a Vendor that does not provide a commercially useful function on a project, shall be subject to removal or decertification by SDOP.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

At the time of the bid submittal, the Bidder shall identify its intent to participate in the Voluntary M/WBE Distributorship Development Program by using the following form: Statement of Intent, Form #00470.

SECTION 8 – INSURANCE REQUIREMENTS

MINIMUM INSURANCE REQUIREMENTS. Awardee shall comply with the following minimum insurance requirements throughout the term of this Agreement.

- 8.1 GENERAL LIABILITY:** Limits not less than \$1,000,000 per occurrence for Bodily Injury/ Property Damage; \$1,000,000 General Aggregate. Limits not less than \$1,000,000 for Products/Completed Operations Aggregate.
- 8.2 PROFESSIONAL LIABILITY/TECH ERRORS & OMISSIONS.** VENDOR shall maintain Professional Liability/Tech Errors & Omissions insurance during the term of this Agreement with a limit of not less than \$1,000,000 per occurrence covering services provided under this Agreement.
- 8.3 WORKER'S COMPENSATION:** Florida Statutory limits in accordance with Chapter 440; Employer's Liability limits not less than \$100,000/\$100,000/\$500,000 (each accident/disease-each employee/disease-policy limit).
- 8.4 AUTO LIABILITY:** Owned, Non-Owned and Hired Auto Liability with Bodily Injury and Property Damage limits of not less than \$1,000,000 Combined Single Limit.
- 8.4.1** If Awardee does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 shall be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following: _____ (Awardee Name) does not own any vehicles. In the event insured acquires any vehicles throughout the term of this agreement, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition.
- 8.5 ACCEPTABILITY OF INSURANCE CARRIERS:** The insurance policies shall be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Service.
- 8.6 VERIFICATION OF COVERAGE:** Proof of Insurance must be furnished within 15 days of execution of this Agreement. To streamline this process, SBBC has partnered with EXIGIS RiskWorks to collect and verify insurance documentation. All certificates (and any required documents) must be received and approved by SBBC's Risk management Department before any work commences to permit Awardee time to remedy any deficiencies. EXIGIS RiskWorks will send an email notification within three (3) business days after receipt of the award letter. Awardee must verify its account information and provide contact details for its Insurance Agent via the link provided to it by email.
- 8.7 REQUIRED CONDITIONS:** Liability policies must contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:
- 8.7.1** The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured.
- 8.7.2** All liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.
- 8.7.3** Certificate Holder: The School Board of Broward County, Florida, c/o EXIGIS Risk Management Services, P. O. Box 4668-ECM, New York, New York 10163-4668
- 8.8 CANCELLATION OF INSURANCE:** Vendors are prohibited from providing services under this Agreement with SBBC without the minimum required insurance coverage and must notify SBBC within two business days if required insurance is cancelled.
- 8.9** The School Board of Broward County, Florida reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the term of this agreement.

SECTION 9 – FORMS AND ATTACHMENTS

Please fill out all attachments below. Some attachments must be notarized.

ATTACHMENT A – SUPPLIER DIVERSITY OUTREACH PROGRAM FORMS

ATTACHMENT A – S/M/WBE FORMS

The following forms are due (if applicable) at the time of Bid submittal:

1. FORM 00470
 Document Link:

https://www.browardschools.com/cms/lib/FL01803656/Centricity/domain/12708/sdop%20files/sdop%20forms%20-%20policies/00470%20StatementofIntent_082017_Final.pdf

Document Preview:



Document Number 00470
 Attachment _____

STATEMENT OF INTENT TO PERFORM AS AN S/M/WBE SUBCONTRACTOR

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT			
The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):			
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation			
The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.			
DESCRIPTION OF WORK & VALUE			
Please provide the details and value of the work to be performed:			
Item No.	Type of Work	Agreed Upon Price	% of Work

- SBBC Supplier Diversity Outreach Policy 3330 can be seen at website URL: https://www.browardschools.com/cms/lib/FL01803656/Centricity/Domain/12708/Policy_3330_Final_Adoption.pdf
- SDOP website with list of Certified S/M/WBE Vendors: [browardschools.com/sdop](https://www.browardschools.com/sdop)

ATTACHMENT B – CONFLICT OF INTEREST

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

MUST BE COMPLETED BY ALL BIDDERS

BIDDER'S NAME:

In accordance with General Condition 11, each Bidder must disclose in its Bid, the names of any employees who are employed by Bidder who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Bidder's Employee	SBBC Title or Position of Bidder's Employee	SBBC Department/ School of Bidder's Employee
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>
<hr/>	<hr/>	<hr/>

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Bidder who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Bidder who are also an employee of SBBC have been identified above.

Signature

Typed Name

ATTACHMENT C – DEBARMENT

CERTIFICATION OF DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER TRANSACTIONS (See General Condition 45)

MUST BE COMPLETED BY ALL BIDDERS

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 45 CFR 1183.35, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211). Copies of the regulations may be obtained by going to this link: <http://www.gpo.gov/fdsys/granule/CFR-2011-title45-vol3/CFR-2011-title45-vol3-sec1183-35>

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON THE NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Name(s)

Title(s) of Authorized Representative(s)

Signature(s)

Date

ATTACHMENT C – INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List (Telephone Number).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

ATTACHMENT D – PRICING SHEET

PRICING SHEET: The Pricing Sheet is an Excel workbook spreadsheet available with this ITB via DemandStar. The Pricing Sheet contains the specific description of items, item or sku numbers and quantities. Please provide pricing for recurring costs (Qty is 12 on the spreadsheet reflecting 12 months of the year) and non-recurring (Qty is reflected as 1). Any quantities are estimates and not guaranteed. See Section 5 for details on Award.

Bidders **MUST** complete the Pricing Sheet electronically. No handwritten summary sheets will be accepted. Pricing shall include all items and/or functionality listed in the Pricing Sheet. Some cells may be locked and formulas may be embedded in the spreadsheet. If any corrections are needed for the Pricing Sheet content, contact the Purchasing Agent. Bids for alternate equipment or specifications will not be considered for award.

The Pricing Sheet contains MULTIPLE TABS. Complete each tab. Below is an explanation of each tab and screenshots.

Representative Tab: Complete all fields. Screen shot of tab follows:

ATTACHMENT D - PRICING SHEET

Procurement & Warehousing Services
 Broward County Public Schools

Bid # FY21-126
 Cloud Hosting Provider for SAP

BIDDER REPRESENTATIVES

Please complete all tabs and submit electronic (.xls) and printed copy with your proposal.

Company Name:
 Sales Representative Name:
 Sales Representative Email:
 Sales Representative Phone:
 Sales Manager Name:
 Sales Manager Email:
 Sales Manager Phone:
 Customer Service Representative Name:
 Customer Service Representative Email:
 Customer Service Representative Phone:
 Customer Service Manager Name:
 Customer Service Manager Email:
 Customer Service Manager Phone:
 M/WBE Certification*
 Agency Issuer*

*Review General Condition 52 prior to completing

Summary Sheet Instructions

1.) This form is to be filled out electronically, no handwritten summary sheets will be accepted
 2.) All Fields in the Bidder Information box (above) should be filled in
 Thank you for your cooperation!

Pricing Sheet Tab:

ATTACHMENT D - SECTION 1 - PRICING SHEET

Procurement & Warehousing Services
 Broward County Public Schools

Bid # FY21-126
 Cloud Hosting Provider for SAP

PROPOSER:

PRICING SHEET

Instructions to Bidder:
 1. Enter SBBC's price and list price in applicable cells below. Please complete prices in the "List and SBBC Price fields, shaded in Blue.
 2. Formulas will calculate based on pricing entered below.
 3. Provide minimum discount of list to facilitate purchase of products not specifically listed below (for informational purposes).
 4. Submit electronic (.xls) and printed copy with your bid.

MINIMUM DISCOUNT OFF LIST FOR ITEMS NOT LISTED BELOW (See Section 5.10, 5.11, 5.15 and 5.16)
 Please provide discount percent ----->

DESCRIPTION	QTY	LIST	SBBC PRICE	EXTENDED PRICE	DISCOUNT OFF LIST
Managed Hosting Services					
Non-Recurring Costs					
One-time Set Up of Existing Landscape	1			\$0.00	
Service charge for setup of the hardware systems to support SAP					
One-time Migration and Validation	1			\$0.00	
Service charge for the migration of existing SAP systems					
Recurring Hosting Costs Monthly (Recurring hardware costs to support the SAP system)					
Production (Monthly recurring costs for production systems)					
SAPYEPA (Prod-ECC)	12			\$0.00	
SAPYEPB (Prod-ECC)	12			\$0.00	
SAPYEPC (Prod-ECC)	12			\$0.00	
SAPYEPD (Prod-ECC)	12			\$0.00	
SAPYEPE (Prod-ECC)	12			\$0.00	
SAPYEPF (Prod-ECC)	12			\$0.00	
SAPYEPZ (Prod-ECC)	12			\$0.00	

Rate Card Tab: Awardee Shall provide hourly consulting fees required to install the applications identified in Section 6, above, as a value-added service.

ATTACHMENT D - Rate Card



Procurement & Warehousing Services Broward County Public Schools

Bid # FY21-126
Cloud Hosting Provider for SAP

ROLE	HOURLY RATE
Program Manager	
Project Manager	
SAP Basis Manager	
SAP Basis	
SAP HANA Basis	
Onboarding Engineer	
Backup/Recovery Specialist	

ATTACHMENT E - REFERENCES

MUST BE COMPLETED BY ALL BIDDERS



Bidder Name: _____

Bidder must provide evidence of a minimum of five (5) years' experience managing, hosting and migrating such SAP and BASIS systems. Use this form to provide references which substantiate a minimum of five (5) years' experience.

REFERENCE 1			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

REFERENCE 2			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

REFERENCE 3			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

REFERENCE 4			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

REFERENCE 5			
Name of Firm:			
Contact Person:			
Contact's Email:			
Contact's Phone:		Dates of Service:	

ATTACHMENT F – DRUG FREE WORKPLACE

BIDDER'S NAME:

SWORN STATEMENT PURSUANT TO SECTION 287.087, FLORIDA STATUTES, AS CURRENTLY ENACTED OR AS AMENDED FROM TIME TO TIME, ON PREFERENCE TO BUSINESSES WITH DRUG-FREE WORKPLACE PROGRAMS.

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to The School Board of Broward County, Florida,

by _____ (Print individual's name and title)

for _____ (Print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

I certify that I have established a drug-free workplace program and have complied with the following:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that shall be taken against employees for violations of such prohibition.
2. Informed employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee shall abide by the terms of the statement and shall notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five days after such conviction.
5. Shall impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Am making a good faith effort to continue to maintain a drug free workplace through implementation of this section.

(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally known _____ or

Produced Identification _____

Notary Public – State of _____

My commission expires: _____

(Type of Identification)

(Printed, typed, or stamped commissioned name of notary public)

ATTACHMENT G - MAILING LABEL

Please print the mailing label below and affix to your bid package to ease identification when SBBC receives your bid. Affix the mailing label below on the outside of your package even if you are utilizing UPS, FedEx or another carrier who prints the address information.



FROM: _____
(Bidder's Name)

TO:

The School Board of Broward County, Florida
Procurement and Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

ATTN: Lucy Gonzalez
BID: FY21-126 (CLOUD HOSTING)

SECTION 10 – STATEMENT OF “NO BID”

If your company shall not be submitting a bid in response to ITB **FY21-126**, please complete this Statement of “No Bid” Sheet and return, prior to the Bid Due Date established within, to:

The School Board of Broward County, Florida
Procurement & Warehousing Services
7720 West Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351

This information shall help SBBC in the preparation of future Bids.

Company Name: _____

Contact: _____

Address: _____

Email: _____

Phone: _____

√	Reasons for “NO Bid”:
	Unable to comply with product or service specifications.
	Unable to comply with scope of work.
	Unable to quote on all items in the group.
	Insufficient time to respond to the Invitation to Bid.
	Unable to hold prices firm through the term of the contract period.
	Our schedule would not permit us to perform.
	Unable to meet delivery requirements.
	Unable to meet bond requirements.
	Unable to meet insurance requirements.
	Other (Specify below)

Comments:

Signature: _____ Date: _____