



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR PROPOSALS (RFP)

Proposals Must Be Submitted To The Following Address: South Florida Water Management District Attn: Procurement Department B-1 Building, 2 nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406		Number: 6000000258 Issue Date: April 24, 2009 SMALL BUSINESS ENTERPRISE (SBE) GOAL: 25% (SEE PART 4 FOR ADDITIONAL INFORMATION)
Title: SAP CONSULTING SERVICES Purpose: This purpose of this RFP is to solicit technical/cost proposals from qualified respondents for SAP Consulting Services within five Function Areas for a period of three years, with two, one-year renewal options: 1.0 Finance and Logistics 2.0 Human Capital Management 3.0 Netweaver Technology 4.0 Programming 5.0 Business Intelligence A more complete description of the technical requirements can be found in Part 5 of this RFP.		
Inquiry Period: April 24, 2009 – May 13, 2009 Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.	Direct All Inquires to: Procurement: Telephone No: Penelope "Penny" Burger (561) 682-2536 E-Mail: pburger@sfwmd.gov Fax No: (561) 681-6275 Note: All technical inquiries must be submitted in writing via Fax or E-Mail.	
Deadline For RFP Submission: MAY 26, 2009 - 2:30 P.M. 1 Original and 5 Copies to be Submitted ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-6568. Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.		
AN OPTIONAL CONFERENCE WILL BE CONDUCTED ON: May 5, 2009 @ 11:00 A.M.	Scheduled Conference will be conducted at: District Headquarters Building B-1, Bill Storch Conference Room 3301 Gun Club Road West Palm Beach, FL 33406 Prospective respondents are invited to attend.	
This RFP is Comprised of a Response Checklist and 5 Parts: Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Evaluation Criteria and Standards Part 4. Small Business Enterprise (SBE) Program including SBE Subcontractor Participation Schedule and Statement of Intent to Perform as a Subcontractor Part 5. Statement of Work	Attachments: 1. Statement of No Response 2. Insurance Requirements (Exhibit "H") 3. Sample Contract 4. SBE Contractors List	

REQUEST FOR PROPOSAL (STANDARD) RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your proposal package is complete and to maximize the number of points you may receive, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your proposal package.

	Have you met the proposal submission deadline established in the solicitation?
	Have you submitted the required number of complete copies of the proposal?
	Have you attached a completed and signed Compliance Disclosure Form?
	Have you provided evidence of the ability to obtain appropriate insurance coverage?
	Are you in good standing with the Florida Secretary of State (corporations and partnerships)?
	Have the Client Reference Forms been completed and attached to the proposal?
	Have you completed the technical section of the proposal? Does it include the following?
	• Statement of proposed work objective and scope
	• Availability chart of all individuals proposed for services by the respondent and subcontractors and/or subconsultants
	• Qualifications of the prime respondent and proposed subcontractors and/or subconsultants
	• Qualifications of individuals who will perform the work
	• Copy of agreement for each teaming arrangement
	Have you included a cost section of the proposal? Does it cover the following items?
	• Completed Part 2, Tab D showing <i>Rate Submittal Matrix for Function Area(s)</i>
	Have you met the Small Business Enterprise (SBE) subcontracting goal ? (see solicitation cover page and Part 4)
	• Statement of Intent to Perform as an SBE Subcontractor form completed and signed
	• SBE Subcontractor Participation Schedule form completed and signed
	• Proof of certification

PART 1 GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

"RFP." A Request for Proposals, which is a written solicitation for sealed proposals in which qualifications and technical ability are among the main selection criteria.

"Proposer" or "Respondent." All contractors, consultants, organizations, firms, or other entities submitting a response to this RFP.

"Proposal" or "Response." The proposer's written response to this RFP offering to provide the specified services and/or commodities. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Proposals, Request for Bids or Request for Quotes. The District may also solicit responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and the other party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection and water quality protection. The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation and construction.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this solicitation represent the District's anticipated needs.

1.4 COMPLIANCE DISCLOSURE FORM

The *Compliance Disclosure Form*, attached to this solicitation, includes documentation that shall be executed by an individual authorized to bind the respondent. If the *Compliance Disclosure Form* is not submitted as part of the respondent's proposal package, is altered in any manner or is not fully

completed, the respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2.1). The *Compliance Disclosure Form* is attached to Part 2, Tab A of this solicitation.

1.5 PUBLIC ENTITY CRIMES/ DISCRIMINATORY VENDOR LIST

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the respondent or any affiliate of the respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The respondent further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.6 SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS

Any respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The applicant further understands and accepts that any contract issued as a result of this solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation. The District, in the event of such termination, shall not incur any liability to the applicant for any work or materials furnished.

1.7 LOBBYING

All respondents, their agents and proposed subconsultants or subcontractors, are hereby placed on notice that neither the District's Governing Board, any evaluation committee members, employees of the District or employees of any other project sponsoring agencies shall be lobbied either individually or collectively regarding this solicitation. Respondents, their agents and proposed subconsultants or subcontractors are hereby placed on notice that they are prohibited from contacting any of these individuals for any purpose relating to the solicitation (e.g., general information, meetings of introduction, meals, etc.).

Any proposal submitted by a respondent, its agents and potential subconsultants or subcontractors who violate these guidelines will not be considered for review. The Contract Specialist (identified on the cover page of this solicitation) shall be the only point of contact for questions and/or

clarifications concerning the solicitation, the selection process and the negotiation and award procedures.

1.8 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7, Part II, F.A.C., the District's Governing Board, upon recommendation by the Director of Procurement, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District. Any proposal submitted by a respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review.

In addition, the principals of any respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while the principals of the respondent or its proposed subcontractors or subconsultants remain on the Suspension List. In the event there is any intentional misrepresentation, the respondent further understands and accepts that any contract issued as a result of this solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the respondent for any work or materials furnished.

1.9 SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The **DISTRICT's** Small Business Enterprise (SBE) Program is designed to help small businesses participate in **DISTRICT** procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace. In accordance with Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule"), the **DISTRICT** has established an SBE participation goal for this solicitation as indicated on the cover page of this solicitation. Refer to Part 4 for additional SBE guidelines and information.

1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Contract Specialist, identified on the cover page of this solicitation, for all inquiries relating to this solicitation. All respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail.

Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).

1.11 ORAL REPRESENTATIONS

No oral representations made by District staff shall be binding. The contents of this RFP and any subsequent addenda issued by the District shall govern all aspects of this solicitation.

1.12 ADDENDA

If any solicitation revisions become necessary (other than changes to the deadline for response submission), the District will post written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations) at least seven (7) calendar days before the date scheduled for opening the responses. The District may revise the deadline for response submission at any time prior to the date and time scheduled for opening the responses. **It is the responsibility of all respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).** All addenda placed on the District's web site can be downloaded.

1.13 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this solicitation and/or re-advertise and re-solicit the requirement at any time if determined to be in the best interest of the District.

1.14 STATEMENT OF NO RESPONSE

Potential respondents who have determined not to submit a proposal in response to this solicitation are encouraged to complete the 'Statement of No Response form' attached to the solicitation cover page and return it to the District by the deadline for response submission. The envelope must be plainly marked – include solicitation number and the reference: "No Response."

1.15 SOLICITATION DOCUMENTS

If a potential respondent protests any provisions of the solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Proposals and/or posting of any written addenda on the District's web site (www.SFWMD.gov, Procurement and Contracts, Current and Pending District Solicitations).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section

120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6010. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.16 SAMPLE CONTRACT

The respondent understands that this solicitation or the response shall not constitute a contract with the District. No contract is binding or official until responses are reviewed and accepted by appointed District staff, approved by the appropriate level of authority within the District, and an official contract is duly executed by the parties. A sample contract is attached to this solicitation. The District anticipates that the final official contract will be in substantial conformance with the sample contract. Nevertheless, respondents are advised that any contract which shall result from this solicitation may include minor deviations from the sample contract. Any minor deviations from the sample contract that are requested by the respondent shall be submitted as part of the *Compliance Disclosure Form* (Part 2, Tab A) for consideration by the District. The District will not consider any changes to contract terms and conditions in the event respondents fail to identify any changes or deviations to the sample contract at the time of proposal submission.

1.17 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a response to this solicitation. All information in the response shall be provided at no cost to the District.

1.18 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.19 RESPONSE SUBMISSION AND OPENING

All responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this solicitation. The

response shall identify the solicitation number and title specified on the cover page of this solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the respondent's return address. The District assumes no responsibility for responses not properly marked.

The District cautions respondents to assure actual delivery of responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Department in the District's B-1 Building, 2nd Floor West prior to the deadline set for opening responses.

The District will not accept responses delivered after the established deadline. If the response is delivered after the established deadline, a respondent shall be deemed non-responsive to the solicitation requirements (refer to Part 2, Tab A).

Receipt of a response by any District office, receptionist or personnel other than the Procurement Department will not constitute "delivery" as required by this solicitation. Telephone confirmation of timely receipt of the response should be made by calling (561) 687-6391 before the opening time of the responses. The District will not accept or consider responses submitted via facsimile transmission. The public is welcome to attend the solicitation opening.

1.20 ASSIGNMENT OF RESPONSE

A respondent shall not transfer or assign its response to a third party following submission of a proposal to the District.

1.21 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the respondent. Responses, once received, become the property of the District, and will not be returned to respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified except to the extent agreed to by the District during subsequent contract negotiation.

1.22 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the response to the solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 2, Tab A), and stating the reasons why such exclusion from public disclosure is necessary. Responses will be made available for public inspection at the time the District posts notice of its

decision or intended decision concerning contract awards, or ten (10) days after the response opening, whichever is earlier.

1.23 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject any and all proposals for reasons including, but not limited to, the following: (1) when such rejection is in the interests of the District; (2) if such proposal is deemed non-responsive (refer to Part 2, Tab A); (3) if the respondent is deemed non-responsible (refer to Part 2, Tab B); or (4) if the proposal contains any material irregularities. Minor irregularities contained in a response will be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a respondent an advantage or benefit not enjoyed by other respondents and does not adversely impact the District.

Other conditions which shall cause rejection of the proposal, include, but are not limited to, an individual firm, partnership, corporation or combination thereof, under the same or different names submitting as the Prime Contractor or Prime Consultant more than one Proposal, (provided however that for RFP's contemplating more than one award for multiple technical disciplines, respondents shall be allowed to submit as Prime Contractor/Prime Consultant for multiple technical disciplines) evidence of collusion among respondents, or evidence that the Prime Contractor/Prime Consultant has a financial interest in another firm seeking to perform the services described in Part 5.

Note: If a proposal is deemed non-responsive or if a respondent is deemed non-responsible by the District after initial review of the response submissions, the opportunity for a respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.26.

1.24 WRITTEN PROPOSAL EVALUATION ORAL PRESENTATIONS

The selection committee members will independently score the written proposals in accordance with the evaluation criteria included in Part 3 of this solicitation. Following the submission and evaluation of the written proposals, the District may request the highest ranked respondents to provide oral presentations explaining and/or demonstrating each proposal. All oral presentations will be scheduled and publicly noticed by the District. If the District determines that oral presentations will not be necessary, the results of the written evaluations will determine final rankings. If the District determines the need for oral presentations, the selection committee members will score each presentation. A maximum of 20 points will be available for each selection committee member based on responses to identical questions forwarded to each short-listed respondent. Final ranking after oral presentations, if scheduled, will be based on the summary of raw scores (from the oral discussions) for each respondent.

1.25 GOVERNING BOARD REVIEW

The District will report the results via the *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations*. Prior to the official posting by the District, the results will be reviewed by the District's Leadership Team for adherence to Governing Board policies. The results will be forwarded to the Governing Board for final approval.

If the Governing Board identifies issues that are inconsistent with policy objectives, the District will post an official "Reject All Proposals" notice in lieu of recommended ranking. If the results are acceptable to the Governing Board, the District will post the official results on the Friday following Thursday's regular Governing Board monthly meeting. In the event that negotiations are unsuccessful with the top-ranked respondent(s), the District will proceed with negotiations in ranked order until a contract has been successfully negotiated.

1.26 FORMAL AUTHORIZATION TO PROCEED WITH THE RANKING OF SELECTED FIRM(S) AND TO ENTER INTO CONTRACT NEGOTIATIONS

Following Governing Board acceptance of the final results and in compliance with Chapter 120 of the Florida Statutes, the official *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations* will be posted on the District's web site (www.SFWMD.gov, Procurement and Contracts, Solicitation Award Information). The District also will post the results at the Procurement Department in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida as well as the District's HOTLINE (1-800-432-2045) to communicate intended award decisions. This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays).

If a respondent intends to protest the District's official notice, the notice of intent to protest shall be filed in writing within 72 hours after posting of the *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of intent to protest and formal written protests along with a bond or other security shall be timely filed with the District Clerk. Notices of Intent to Protest as well as Formal

Written Protests shall be filed with: District Clerk, Office of the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. Notices of Intent to Protest and Formal Written Protests may be sent via facsimile to the Clerk's Office at (561) 682-6297. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office.

1.27 CONTRACT AWARD

The District anticipates the award of multiple contracts, but reserves the right to award one contract or not to make any award whatsoever, if determined to be in the interest of the District. The District will report the final results in accordance with official *Authorization to Proceed with the Ranking of Selected Firm(s) and to Enter into Contract Negotiations*.

In the event that multiple awards are contemplated by the District, each short-listed respondent will receive no more than one (1) contract award as a prime contractor, subject to successful negotiations, in accordance with the procedures outlined in the solicitation.

Prior to contract award, the respondent(s) shall submit documentation reflecting any required insurance coverage. The contract number shall be included on the insurance documentation submitted to the District at the time of award execution and for all subsequent updates to the insurance coverage throughout the contract period. Failure to execute the contract and/or to provide evidence of any required insurance coverage shall be just cause for the termination of the award.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

This RFP solicits proposals in five Function Areas of SAP Consulting Services: 1.0 Finance and Logistics, 2.0 Human Capital Management, 3.0 Technology, 4.0 Programming, and 5.0 Business Intelligence. Respondents may submit proposals for one or more of the Function Area(s), however a separate proposal shall be submitted for each Function Area being proposed.

Responses should be prepared simply and economically, addressing the requirements according to the instructions provided and in a concise manner. Responses shall be typewritten, preferably in Times Roman 12 point font, with pages printed on one side only including dividers, text and illustrations. Other font types/sizes may be used for tables, graphs and illustrations. Paper shall be 8 ½ x 11 inches except for organizational charts.

The respondent shall review the Sample Contract and identify any changes or deviations to contract terms and conditions at the time of proposal submission. If not identified as part of the respondent's proposal, the District will not consider any changes or deviations to the Sample Contract prior to any contract award.

In order to facilitate District review, responses should be organized in the following sequence and include tabbed sections as set forth below:

- Tab A. Responsiveness Conditions
- Tab B. Responsibility Documentation
- Tab C. Technical Proposal
- Tab D. Cost Proposal
- Tab E. Small Business Utilization Plan

A response checklist is attached to this solicitation to facilitate final review of proposal format and content. The checklist is provided for the convenience of the respondent and is not required to be returned with the respondent's proposal.

Tab A. Responsiveness Conditions

Each proposal shall be reviewed for responsiveness in accordance with the following conditions. If a respondent fails to satisfy these conditions, the proposal shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the proposal
(refer to Part 1.18 for more information)
- (2) Compliance Disclosure Form
(refer to Part 1.4 for more information)

Tab B. Responsibility Documentation

Each proposal shall be reviewed for responsibility in accordance with the following conditions. If, at the time of proposal submission, a respondent fails to produce evidence to demonstrate compliance with each of the conditions noted below for items 1 and 2 (if applicable), the respondent shall be required to produce evidence that such documentation was in effect at the time of proposal submission within three (3) business days of notification by the District. If the District does not receive such evidence within this timeframe, the respondent shall be deemed non-responsive by the District for this solicitation and its proposal will not be considered for further review.

(1) Minimum License Requirements

The following minimum licenses will be required for this project:
N/A

(2) Evidence of Insurance Coverage

All respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the response. Respondents may fulfill this requirement by having their insurance agent either (1) complete and sign an insurance certificate which meets all of the Exhibit "H" requirements, or (2) issue a letter on the insurance agency's stationery stating that the respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the respondent is a self-insured entity, the respondent may contact the District's Contract Specialist identified on the cover page, and request the District's self-insurance package. Misrepresentation of any material fact, whether intentional or not, regarding the respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the response and rescission of any ensuing contract. If awarded a contract as a result of this solicitation, the respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in Exhibit "H" Insurance Requirements, attached to this solicitation.

Supplemental Responsibility Review

(3) *Corporations and Partnerships*

Good Standing with the Florida Secretary of State

The District will review (for all corporations or partnerships) the respondent's corporate status and good standing with the Florida Secretary of State based on the information provided in the *Compliance Disclosure Form* (refer to Part 2, Tab A). If the respondent is an out-of-state corporation, the respondent must obtain authority to conduct business in the State of Florida. All corporations or partnerships that are not in good standing with the Florida Secretary of State at the time of proposal submission shall be deemed non-responsible by the District.

If successful in obtaining a contract award under this solicitation, the corporation or partnership must remain in good standing throughout the contractual period of performance.

(4) *References*

'Client Reference' forms are attached to Part 2, Tab B1 of this solicitation for completion by the respondent of three (3) references. These include two (2) clients of the respondent and one (1) client of the subcontractor or subconsultant team member (with the highest percentage of proposed work). Respondents that have no proposed team members (subcontractors and/or subconsultants) to accomplish project objectives shall submit references for three (3) clients.

References shall be for separate and verifiable projects similar to the current solicited work. References should include the Enterprise Resource Planning (ERP) software and versions the client was utilizing during respondent's engagement and also include a brief statement of the depth of the client's ERP implementation. Past projects shall have been completed within the last three (3) years from the current proposal submission date.

Respondents that have been in business for *less* than two (2) years shall provide at least two (2) references.

If the 'Client Reference' forms attached to Part 2, Tab B1 are not utilized, the respondent shall provide identical information requested by the District for evaluation purposes.

Note Regarding References:

- Respondents may include one (1) District reference
- Respondents shall not list as references any proposed subcontractors or subconsultants
- Respondents shall not list parent or subsidiary companies

Scoring Process for References. Before a technical and qualifications evaluation is conducted, the District will contact the respondent's/team references within approximately 10 business days of proposal submission in accordance with the 'Instructions' portion of the Reference Questionnaire (attached

to Part 2, Tab B2 of the solicitation). Upon completion of the calls, the District will total the points and average the scores for the references to normalize the scoring results. Respondents with a final averaged score (based on the references provided) of '5' or less shall be deemed non-responsible by the District.

(5) *Past Performance Records – District Projects*

The District will review past performance records for District projects on file. The District will consider the number of contracts involved and/or the extent of deficient performance in each contract for prime respondents when making a determination of responsibility.

(6) *Convicted Vendor List, Discriminatory Vendor List and District's Suspension List*

The District will review the following to determine whether the respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

All respondents, or any of their suppliers, subcontractors or subconsultants, whose name appears in these lists at the time of proposal submission shall be deemed non-responsible by the District for this solicitation.

(7) *Financial Statements or Federal Tax Returns*

Before a technical/qualifications evaluation is conducted, the District may request a Dun and Bradstreet (D&B) report to determine whether or not the respondent is financially stable to meet the requirements of any ensuing contract award. Financial statements are not required to be submitted with the respondent's proposal, but may be requested from the successful respondent by the District prior to entering into negotiations for contract award.

(8) The District further reserves the right to make a determination of non-responsibility if the respondent is found to have an unsatisfactory record of integrity. A respondent may lack integrity if the District determines the respondent demonstrates a lack of business ethics. The District may find a respondent non-responsible based on the lack of integrity of any person having influence or control over the respondent such as a key employee of the respondent that has the authority to significantly influence the respondent's performance of the contract or a parent company, predecessor or successor person.

Tab C. Technical Proposal

This section of the response explains the requested Statement of Work as understood by the respondent. Evaluation criteria and District standards for evaluating the technical criteria are set forth in Part 3 *Evaluation Criteria* of this solicitation. The following details shall be included as part of this response:

- (1) Proposed approach and understanding of the scope of work.
- (2) For all team arrangements (subcontractors and/or subconsultants or joint ventures), provide a copy of each agreement, including a list of such parties by contact name, address/telephone number and a summary of how the work will be apportioned. Refer to the *Compliance Disclosure Form* (Part 2, Tab A).

Note: Any changes to the proposed team composition after the response deadline specified on the cover sheet of this solicitation shall not be considered without the prior written consent of the District.

In addition, the Technical Proposal shall include the following:

- (3) Respondents shall provide one (1) example of a similar project performed, preferably for other governmental entities, for each proposed Function Area. The submitted example of similar project work should contain information on the scope of the project, information on the approach, methodology, implementation, staffing allocation, project management, and final outcome of the project. More specifically, the example should provide the following:
 - a) a detailed description which demonstrates the respondent's qualifications and capability to provide consulting services
 - b) a detailed description of resources that were available to perform the work for the duration of the contract period
 - c) a detailed description of internal procedures and/or policies associated or related to work quality and cost control demonstrating quality assurance methodology and associated responsibilities
 - d) a detailed description of respondent's customer service standards and practices
 - e) a detailed description of respondent's management and organizational capabilities including project management philosophy and methods, change control management procedures, knowledge transfer philosophy and methods, and a description of providing knowledge transfer to ERP 6.0 customers.
- (4) For all team arrangements (subcontractors and/or subconsultants or joint ventures), provide full resumes (not summaries, with a maximum of two (2) pages per resume) detailing qualifications for all proposed staff in each discipline/sub-discipline under each applicable Function Area to demonstrate that the minimum requirements

specified in the Part 5 Statement of Work can be met. These resumes should include:

- a) Proposed staff current assignment and location
- b) Availability chart for each team member (subcontractors and/or subconsultants)
- c) Experience in similar work, curriculum vitae, and relevant college, graduate or professional courses
- d) Total years ERP 6.0 experience
- e) Experience on similar or related ERP 6.0 projects (include client, description of project, specific work performed by staff, technical environment, length of time on project, project outcome)
- f) Number of years team arrangements established (working with prime respondent in a professional business association on similar projects)
- g) Describe team commitment to staff professional development, including training on state-of-art technologies
- h) Any unique qualifications
- i) Role staff member would play on a District project
- j) Professional/Formal education
- k) Relevant professional certification(s)

Note: The prime respondent must perform a minimum of twenty-five percent (25%) of the work specified in Part 5. Any changes to the proposed team composition after the response deadline specified on the cover sheet of this solicitation shall not be considered without the prior written consent of the District.

Tab D. Cost Proposal

Respondents shall clearly fill out the applicable function area *Rate Submittal Matrix (Part 2, Tab D)* for each proposed Function Area(s) submittal.

All pricing shall **exclude** sales and use taxes at both the State and Federal levels since the District is exempt from payment of such taxes. The sample contract attached to this solicitation indicates the type of contract anticipated by the District.

Respondents should specify any items of equipment or other resources that will be provided by the respondent and a breakdown of any associated costs.

Note: Prior to any contract award, the District reserves the right to verify the accuracy of the proposed breakdown by requesting additional cost back-up information from the successful respondent.

Tab E. Small Business Enterprise Utilization Plan

Refer to Part 4 "Small Business Enterprise (SBE) Program Guidelines and Information" for the list of forms and attachments that must be included in the Small Business Enterprise Plan to be submitted as a separate detachable section with the proposal.

PART 2 - TAB A
COMPLIANCE DISCLOSURE FORM (Page 1 of 4)
SOLICITATION NO.: 6000000258

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Director of Procurement may terminate the contract resulting from this solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the respondent is operating for this response:					
If applicable, previous business names under which the respondent has operated within the past three (3) years from response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	
				()	

B. Statements of Material Representation

The Respondent, by signing on page four (4) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Is now on the U.S. Department of Treasury's Specially Designated Nationals and Blocked Persons (SDN List).
5. Has lobbied, either individually or collectively, the District's Governing Board members, District evaluation committee members, or other District employees for any purpose in connection with this solicitation which may influence the outcome of the selection process.
6. Has employed or retained any person or company to solicit or obtain a contract resulting from this solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.

COMPLIANCE DISCLOSURE FORM (Page 2 of 4)
SOLICITATION NO.: 6000000258

C. Additional Representations

1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District's website (www.SFWMD.gov, Procurement and Contracts, Current and Pending Solicitations).
2. Respondent represents that it shall perform a minimum of twenty-five percent (25%) of the work specified in Part 5.
3. Respondent's proposed Project Manager and office location are as follows:

Prime Respondent:				
Name Of Project Manager:				
Street Address:				
	City	State	Zip Code	County
Telephone Number:	()			

4. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of sixty (60) calendar days from the date specified in the solicitation for receipt of proposals.
5. Respondent represents that proprietary information, if any, is identified on the following pages of the proposal:

Page	Page	Page

6. Respondent represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this solicitation, except as disclosed below:

7. Respondent identifies the following minor changes or deviations to the sample contract that is attached to this solicitation:

8. Respondent identifies the following parent, subsidiary, or affiliate(s) to the organization:

COMPLIANCE DISCLOSURE FORM (Page 3 of 4)
SOLICITATION NO.: 6000000258

D. Team Composition Plan

ORGANIZATION STATUS

Instructions:

- Identify below the parties that comprise the business association in this response.
- Indicate the type and percentage of work to be performed by the prime contractor or subcontractor(s)
- List each party below or identify on a separate sheet and attach to this Team Composition Plan (Plan).
- Prime Contractor must perform a minimum of 25% of the work specified in Part 5.

Business Association	Business Name	Business Address	Business Phone #	Description and Percentage (%) of Work to be Performed by the Prime and Subcontractors	
				Describe Type of Work to be Performed	% of Work
Prime Contractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Subcontractor					
Joint Venture					
Total Subcontractor Participation			\$		
Total Contract Amount			\$		
Subcontractor Participation Percentage (Total Subcontractor Participation Amount divided by Total Contract Amount)			%		

COMPLIANCE DISCLOSURE FORM (Page 4 of 4)
SOLICITATION NO.: 6000000258

E. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair competitive advantage for one or more bidders/proposers over other bidders/proposers. Respondent certifies that no more than one (1) proposal as Prime Contractor for the Project described in Part 5 of the RFP will be submitted from the respondent under the same or a different name (provided however that for RFP's contemplating more than one award for multiple technical disciplines, respondents shall be allowed to submit as Prime Contractor for multiple technical disciplines) and that respondent has no financial interest in another respondent for the same Project. The District will prosecute any violation of this representation to the fullest extent of the law. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State's Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District's attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all four (4) pages of this Compliance Disclosure Form must be complete, attached to the proposal and timely filed and signed by a representative with authority to bind the firm or the respondent will be deemed non-responsive to the requirements of this solicitation.

Signed by and on behalf of _____ {insert firm name}

Authorized Representative Signature Date

TAB B1
CLIENT REFERENCE FORMS
SOLICITATION NO.: 6000000258

The respondent must provide references for two (2) clients and one client of the subcontractor or subconsultant team member for separate and verifiable projects similar to the current solicited work. Past projects must have been completed within the last three years from bid submission. **Respondents are expected to provide information on each project by including these forms in their response.** If these forms are not utilized, the respondent must provide identical information to the District for evaluation purposes.

Respondents that have no proposed team members (i.e., subcontractors or subconsultants) to accomplish the proposed work shall submit references for three (3) clients. Respondents that have been in business for *less* than two years must provide at least two (2) references.

Note: *Do not include proposed team members or parent/subsidiary companies as references in your response.*

A. Prime Respondent - Client #1

Name: _____

Address: _____

Contact Person: _____ **Phone Number (____)** _____

Project Performance Period: _____ **to** _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project including the Enterprise Resource Planning (ERP) software and versions the client was utilizing during respondent's engagement and also include a brief statement of the depth of the client's ERP implementation:

B. Prime Respondent - Client #2

Name: _____

Address: _____

Contact Person: _____ **Phone Number ()** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project including the Enterprise Resource Planning (ERP) software and versions the client was utilizing during respondent's engagement and also include a brief statement of the depth of the client's ERP implementation:

[illegible]

**C. Client of Subcontractor or Subconsultant
(with highest percentage of proposed work) or Prime if not subcontracting**

Name: _____

Address: _____

Contact Person: _____ **Phone Number ()** _____

Project Performance Period: _____ to _____
Dates should be in mm/yy format

Location of Project: _____

Approximate Fee for Services: _____

Brief Description of the services performed for this project including the Enterprise Resource Planning (ERP) software and versions the client was utilizing during respondent's engagement and also include a brief statement of the depth of the client's ERP implementation:

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

PART 2 - TAB B2

SAMPLE REFERENCE QUESTIONNAIRE (FOR INFORMATIONAL PURPOSES ONLY)

Instructions:

1. For each proposal, contact two (2) clients and one client of the subcontractor or subconsultant team. Proposed team members (subcontractors/subconsultants) or parent/subsidiary companies may not be contacted.
2. Contact each reference by phone, up to three (3) times only.
3. Complete all calls within ten (10) working days of receipt of proposals (Note: more time may be allotted contingent upon the number of proposals received).
4. Ask each reference the same questions listed below and score appropriately.
5. If reference information cannot be obtained after the specified number of calls, insert a total score of '0'.
6. Do not obtain another reference as a replacement for a non-responding reference.
7. Upon completion, return all questionnaires to the designated Contract Specialist for this project.
8. If the referenced project is not similar to the solicited work, describe the work under Item #1 and insert a total score of '0'

Respondent's Name	
Client's Name (Company, Firm or Agency for Whom Services were Provided)	
Contact Person: Telephone Number: Date of Contact:	
Briefly describe the scope and depth of the SAP implementation work performed by the contractor for your company, including the SAP software and versions implemented.	
1. Overall, did the contractor adhere to the agreed upon schedule?	Yes = 2 points No = 0 points Score _____
3. Was the project completed within the overall budget?	Yes = 2 points No = 0 points Score _____
4. Were there delays in work progress due to unavailability of contractor personnel?	Yes = 0 points No = 1 point Score _____
5. Did the contractor provide satisfactory and timely responses to your requests for information?	Yes = 1 point No = 0 points Score _____
6. Did the contractor keep you adequately informed of progress through periodic reports, phone calls or other methods?	Yes = 1 point No = 0 points Score _____
7. Was the contractor familiar with the technical issues necessary to meet the objectives of the project with minimal oversight?	Yes = 2 points No = 0 points Score _____
8. Did the contractor provide the appropriate level of resources consistent with the complexity of the work?	Yes = 2 points No = 0 points Score _____
9. Did the contractor's work require substantial revisions or modifications to scope approach prior to completion?	Yes = 0 points No = 2 points Score _____
10. How would you rate the overall quality of the work?	Good = 2 points; Fair = 1 point; Poor = 0 points Score _____

Questionnaire Completed by (signature): _____ Date: _____

The following will be inserted by the Chairperson (Procurement):

Maximum points available for all questions: **15 Points**

Total score for this respondent: _____

PART 2 - TAB D
RATE SUBMITTAL MATRIX
SOLICITATION NO.: 6000000258

Function Area 1.0 Finance And Logistics

Education & Experience Requirement Levels

Levels	Educational Requirements	Experience
Mid	Associates Degree with SAP experience	2-3 Years
Senior	Bachelors Degree with SAP experience	3-6 Years
Lead	Masters Degree with SAP experience	> 6 Years

Finance and Logistics Rate Matrix

Job #	Job Description	Mid	Senior	Lead
D.2.1.1	SAP FICO Functional Specialist			
D.2.1.2	SAP MM Functional Specialist			
D.2.1.3	SAP FM Functional Specialist			
D.2.1.4	SAP Treasury Functional Specialist			
D.2.1.5	SAP FA Functional Specialist			
D.2.1.6	SAP PM Functional Specialist			
D.2.1.7	SAP GM Functional Specialist			
D.2.1.8	SAP PS Functional Specialist			
D.2.1.9	SAP PS Project Controls Specialist			

PART 2 - TAB D
RATE SUBMITTAL MATRIX

SOLICITATION NO.: 6000000258

Function Area 2.0 Human Capital Management (HCM)

Education & Experience Requirement Levels

Level	Education/Requirement	Experience
Mid	Associates Degree with SAP experience	2-3 Years
Senior	Bachelors Degree with SAP experience	3-6 Years
Lead	Masters Degree with SAP experience	> 6 Years

Human Capital Management Rate Matrix

Job ID	Job Description	Mid	Senior	Lead
D.2.2.1	SAP HR Functional Specialist			
D.2.2.2	SAP Payroll Functional Specialist			
D.2.2.3	SAP Travel Management Functional Specialist			
D.2.2.4	SAP Benefits Administration Functional Specialist			
D.2.2.5	SAP Time Management Functional Specialist			

**PART 2 - TAB D
RATE SUBMITTAL MATRIX**

SOLICITATION NO.: 6000000258

Function Area 3.0 Netweaver Technology

Education & Experience Requirement Levels

Level	Education Requirements	Experience
Mid	Associates Degree with SAP experience	2-3 Years
Senior	Bachelors Degree with SAP experience	3-6 Years
Lead	Masters Degree with SAP experience	> 6 Years

Netweaver Technology Rate Matrix

Job #	Job Description	Mid	Senior	Lead
D.2.3.1	SAP Basis Administrator Technical Specialist			
D.2.3.2	SAP Security Administrator Technical Specialist			
D.2.3.3	SAP Netweaver Lead Technical Specialist			

PART 2 - TAB D
RATE SUBMITTAL MATRIX

SOLICITATION NO.: 6000000258

Function Area 4.0 Programming

Education & Experience Requirement Levels

Levels	Education Requirement	Experience
Mid	Associates Degree with SAP experience	2-3 Years
Senior	Bachelors Degree with SAP experience	3-6 Years
Lead	Masters Degree with SAP experience	> 6 Years

Programming Rate Matrix

Job #	Job Description	Mid	Senior	Lead
D.2.4.1	SAP ABAP Programming Specialist			
D.2.4.2	SAP Workflow Programming Specialist			
D.2.4.3	SAP Java Programming Specialist			

PART 2 - TAB D
RATE SUBMITTAL MATRIX

SOLICITATION NO.: 6000000258

Function Area 5.0 Business Intelligence

Education & Experience Requirement Levels

Levels	Education Requirement	Experience
Mid	Associates Degree with SAP experience	2-3 Years
Senior	Bachelors Degree with SAP experience	3-6 Years
Lead	Masters Degree with SAP experience	> 6 Years

Business Intelligence Rate Matrix

Job #	Job Description	Mid	Senior	Lead
D.2.5.1	SAP BOBJ Administrator Specialist			
D.2.5.2	SAP BOBJ Query Designer Specialist			
D.2.5.3	SAP BI Query Designer (Bex) Specialist			
D.2.5.4	SAP BI ABAP Programming Specialist			
D.2.5.5	SAP BI Architect			
D.2.5.6	SAP EP Administrator			
D.2.5.7	SAP Portal Programmer			

PART 3
EVALUATION CRITERIA
STANDARD RFP – WRITTEN PROPOSALS

Maximum Points Available (Total 100)	EVALUATION CATEGORIES			
Scoring for the Technical Category will be based on Selection Committee Evaluation				
75	Technical	Maximum Score Possible per Factor	Weight Assigned	Maximum Points Possible per Factor
	- Proposed approach and understanding of the scope of work - Staffing availability and workload distribution - Qualifications/experience of firm and subcontractors with similar projects and with staff dedicated to project - Management capabilities - Reasonableness of Proposed Price	5 5 5 5 5	5 1 6 1 2	25 5 30 5 10
Scoring for the following categories will be inserted by Procurement				
5	Location Considerations Location of project office and proposed Project Manager	5	N/A	5
10	SBE Subcontractor Participation Evaluation Point Table (see Part 4)	10	N/A	10
10	Volume of Previous District Work Dollar volume of work previously paid within the past two years under contracts awarded by the District to prime respondents and subcontractors and/or subconsultants	10	N/A	10

PART 3

EVALUATION/SELECTION PROCEDURES STANDARD RFP –WRITTEN PROPOSALS

Selection Committee

The District will appoint a committee consisting of at least three (3) members, which will include staff from multiple Departments and from outside agencies, as deemed necessary, with the expertise appropriate for the evaluation of all technical aspects of the project. Consideration will be given to include individuals of diverse backgrounds (ethnicity and gender) to ensure that the committee is balanced.

Proposal Evaluation – Selection Committee

The District shall be the sole judge of its project requirements, as set forth in this solicitation, of the evaluation of all proposals submitted in response to this solicitation and of the final contract award(s), as successfully negotiated. The District's decision(s) shall be final. All proposals and prime respondents will initially be screened for responsiveness and responsibility criteria, as described in Parts 1 and 2 of this solicitation.

Proposals and respondents who have met the responsiveness and responsibility conditions will be evaluated in accordance with the criteria detailed in Part 3, *Evaluation Criteria*. Committee members will independently score the written proposals based on the merit of each proposal, as determined by the committee members, to meet the requirements stated in the solicitation. The total number of points scored by each committee member will be based on the maximum points available for each of the sub factors detailed under the technical category.

The following numerical ratings and descriptions will be used by each committee member to determine the numerical score (0 to 5) that will be placed before the weight (1, 2 or 3) that has been assigned for each evaluation factor. The numbers will be multiplied to reach the actual weighted score for each item evaluated. Evaluation standards are set forth as follows:

A. Technical Category

Numerical Score	Description	Definition
5	Excellent	Proposal demonstrates excellent understanding of requirements and outstanding approach that significantly exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have exceptional strengths that provide a high probability of satisfying District requirements.
4	Very Good	Proposal demonstrates very good understanding of requirements and strong approach that exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have significant strengths and strong probability of satisfying the District requirements.
3	Good	Proposal demonstrates good understanding of requirements and solid approach that exceeds minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have one or more strengths and good probability of satisfying the District requirements.
2	Satisfactory	Proposal demonstrates acceptable understanding of requirements and satisfactory approach that meet minimum performance or capability standards for this project. Proposed staff and/or teaming arrangements have acceptable qualifications/experience to meet District requirements.
1	Marginal	Proposal demonstrates shallow understanding of requirements with an approach and/or proposed staff/teaming arrangement that only marginally satisfies minimum performance or capability standards necessary to meet District needs.
0	Unsatisfactory	Proposal fails to meet minimum performance or capability standards. Requirements can only be met by major changes to the proposal.

Proposal Evaluation – Procurement

Specific categories detailed in Part 3, *Evaluation Criteria* will be scored by Procurement. These include, Volume of Previous District Work, Location (if applicable) and SBE participation (see the cover page of the solicitation for the established goal and Part 4 for further information). The scoring by Procurement for the Volume of Previous District Work and Location are formula driven, based on the tables outlined below. The scoring by Procurement for SBE participation is shown in a table found in Part 4. Evaluation tables for Volume of Previous District Work and Location are set forth as follows:

A. Volume of Previous District Work Category

(Calculated for the past 2 years for prime respondents, joint ventures and subcontractors/subconsultants)

Total Dollar Amount Paid under Previous Contracts (including Purchase Orders and Work Orders) During the Past 2 Years	Numerical Score
\$0 - \$150,000	10
\$150,001 - \$300,000	8
\$300,001 - \$500,000	6
\$500,001 - \$750,000	4
\$750,001 - \$1,000,000	2
Over \$1,000,000	0

Example: Volume of Previous District Work for Prime/Subcontractor - Combined Score of 7 Points calculated as follows:

Prime Respondent:

Previous District Work during last 2 years: \$300,500

Score from table above: 6 points

Proposal specifies 60% of work to be done by prime

Formula: 6 points x 0.60 = 3.6 points

Subcontractor:

Previous District Work during last 2 years: \$175,000

Score from table above: 8 points

Proposal specifies 40% of work by subcontractor

Formula: 8 points x 0.40 = 3.2 points

3.6 added to 3.2 = 6.8 which is then rounded up to 7 for the combined score

B. Location Category (If Applicable)

The location of the project site is identified in the solicitation. When it is necessary for the respondent's office to be within proximity of a particular job site, individual charts will be established using *Mapquest* at the time of solicitation release and will be reflected below. If the respondent specifies a local or Florida-based office, the respondent's Project Manager for the proposed services must be located out of that local office to receive consideration. To determine the point score, Procurement calculates the number of miles from the respondent's project office to District headquarters or to a site-specific location.

For this solicitation, utilize the *Mapquest* "Mileage Chart" below as the standard to calculate miles from District headquarters:

Miles from District Headquarters	Numerical Score
0-100	5
101-200	4
201-300	3
301-400	2
401-500	1
Over 500	0

Mileage Chart (from West Palm Beach Headquarters)

City	Miles	City	Miles
Bartow	169	Clewiston	64
Belle Glade	40	Cocoa Beach	136
Boca Raton	26	Coral Gables	76
Boynton Beach	13	Daytona Beach	200
Bradenton	202	Deland	202
Brooksville	236	Delray Beach	20
Clearwater	235	Ft. Lauderdale	46
Ft. Myers	121	Naples/Big Cypress	147
Ft. Pierce	68	Ocala	246
Ft. Walton Beach	618	Okeechobee F.S.	64
Gainesville	280	Orlando	178
Hialeh	67	Panama City	566
Hollywood	53	Pensacola	641
Hornestead	105	Plant City	190
Jacksonville	284	Pompano Beach	37
Key West	231	St. Augustine	250
Kissimmee	160	Sanford	191
Lakeland	179	Sarasota	194
Lake City	347	Tallahassee	449
Largo	233	Tampa	212
Leesburg	212	Titusville	156
Melbourne	113	Vero Beach	87
Miami	71	Winterhaven	165

PART 4

SMALL BUSINESS ENTERPRISE (SBE) PROGRAM GUIDELINES AND INFORMATION

The **DISTRICT's** Small Business Enterprise (SBE) Program is designed to help small businesses participate in **DISTRICT** procurement and contract activities. The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace.

4.01 *SBE Rule*

- A. The **DISTRICT** has implemented Chapter 40E-7, Part 6, F.A.C., the "Small Business Enterprise Contracting Rule" ("SBE Rule").
- B. Pursuant to the SBE Rule, the **DISTRICT** shall establish goals and incentives to increase the participation of available Small Business Enterprises ("SBE's"). The SBE Rule sets forth the efforts the **DISTRICT** and its contractors/consultants shall undertake to comply with the requirements of this Rule. The provisions of the Rule shall apply to all competitive solicitations for professional and other contractual services and any resulting contract documents, including change orders, and amendments.

4.02 *Evaluation Criteria and Points*

The **DISTRICT** has established evaluation criteria and points available for SBE participation in this solicitation.

Proposal Evaluation Criteria and Award of Points for SBE Participation

- A. Pursuant to the **DISTRICT's** SBE Rule, for contracts awarded based on an evaluation criteria, the **DISTRICT** shall award points in accordance with the Evaluation Point Table shown below for SBE Participation to increase the opportunity for small businesses to compete in competitive contracting activity.
- B. The maximum points will be awarded to the Proposer if 25% or more of the total project work is performed by SBE firms. Percentages reflect the amount of the total contract value proposed to be assigned to SBE firms.

EVALUATION POINT TABLE

<u>10 POINTS FOR SBE PARTICIPATION</u>	
≥25% =	10 points
≥23% =	9 points
≥21% =	8 points
≥19% =	7 points
≥17% =	6 points
≥15% =	5 points
≥13% =	4 points
≥11% =	3 points
≥9% =	2 points
≥7% =	1 points

4.03 *Submission of SBE Subcontractor Utilization Plan*

Any proposed participation by firms not certified with the **DISTRICT** at the time of Proposal submission will not count towards SBE goal attainment. Proposers are strongly encouraged to contact the Small Business Enterprise Section at (561) 682-6446 well in advance of the date set for receipt of Proposals to allow sufficient time for review and determination of SBE eligibility and certification.

Proposers shall identify all SBE firms which will be utilized as subcontractors. The Proposer must provide proof that each firm to be utilized as a SBE prime or subcontractor is certified as a **DISTRICT SBE**. Each subcontractor and prime shall be listed in the SBE Subcontractor Utilization Plan (as defined below), and shall be submitted with the Proposal. The listing of SBE's in the SBE Subcontractor Utilization Plan shall constitute the Proposer's representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work.

The SBE Subcontractor Utilization Plan shall consist of the following documentation which must be attached to the Proposal:

1. The *Statement of Intent to Perform as an SBE Subcontractor* form, which confirms (1) the intent of the prime to establish a business relationship with each SBE subcontractor; and (2) the SBE participation percent. **One form must be completed and signed by each proposed SBE subcontractor.** The form Proposers must use to fulfill this requirement is attached to this solicitation.

2. The *SBE Subcontractor Participation Schedule* form, which identifies all SBE firms which will be utilized as subcontractors, delineates the specific elements of work each SBE firm will be responsible for performing, and identifies the dollar value of the SBE work as a percentage of the total contract value. The form Proposers must use to fulfill this requirement is attached to this solicitation.
3. *Proof of certification.* Provide proof that each proposed firm to be utilized as an SBE prime or subcontractor is certified by the **DISTRICT**.

4.04 – *SBE Compliance and Substitution*

The contractual provisions that will apply in the event of a contract award are delineated in Article 10 of the Sample Contract attached to this solicitation. The following is an excerpt of key aspects of Article 10.

A. Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule. During the term of any subsequent contract, the **CONTRACTOR** shall comply with all SBE plans made in its bid. Compliance for use of SBE's shall include tasks and proportionate dollar amounts throughout the term of the

contract, including amendments and change orders. After **CONTRACT** execution, the **CONTRACTOR** shall maintain the level of SBE participation established in the **CONTRACT**. Failure to comply with the SBE requirements of an awarded **CONTRACT** can result in the **DISTRICT** enforcement any of the compliance provisions in the Rule and the attached sample contract.

B. SBE Substitution. The **CONTRACTOR** must contact the **DISTRICT's** Small Business Enterprise when the need to replace an SBE subcontractor occurs. The **CONTRACTOR** must submit to the **DISTRICT's** SBE Section an **updated** version of the following:

1. *SBE Subcontractor Participation Schedule form*
2. *Statement of Intent to Perform as an SBE Subcontractor form*

SOLICITATION NO.: 6000000258

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE SUBCONTRACTOR PARTICIPATION SCHEDULE

Contract #	Date Submitted	
Project Name & Location	Project Start Date	
Bidder/Proposer	Address	
Contact Person	Telephone #	Fax #

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Work to be Performed		
				Describe Type of Work to be Performed	% of Work	Dollar Amount
Bidder/Proposer						
Non SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
SBE Subcontractor						
				Total Participation	100%	\$0.00
				Total Contract		\$0.00

The listing of a SBE shall constitute a representation by the bidder/proposer to the District that the bidder/proposer believes such SBE to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

I certify that the above information is true to the best of my knowledge:

Bidder/Proposer Signature

Title

Date

Form 0956 (07/2006)

STATEMENT OF INTENT TO PERFORM AS A SBE SUBCONTRACTOR

SOLICITATION NO. 6000000258

Contract No. _____

A signed "Statement of Intent to Perform as a SBE Subcontractor" must be completed by the owner or authorized principal of each SBE firm listed in the "SBE Subcontractor Participation Schedule" Form No. 0956.

_____ agrees to perform work on the above contract as (check one):

(Name of SBE Subcontractor)

☐ a partnership; ☐ a corporation; ☐ an individual; ☐ a joint venture.

SBE Subcontractor

The SBE Subcontractor will enter into a formal agreement, conditioned upon the Bidder/Proposer executing a contract with the District for the work with _____

(Name of Bidder/Proposer)

Item No.	Type of Work	Agreed Price	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

SBE Subcontractor Signature

Title

Date

Bidder/Proposer Signature

Title

Date

PART 5

STATEMENT OF WORK

A. INTRODUCTION

The South Florida Management District (District) is the principal authority for water resource management in a 16-county region that extends from Orlando to Key West, Florida. The District operates and maintains the primary water control system of canals, reservoirs, levees, and control structure. In addition, the District:

- permits regulating consumptive water use, surface water management systems, and other water-related facilities and activities
- manages lands procured for water management and environmental preservation purposes
- prepares for future water and environmental resource management needs of South Florida
- conducts research related to water resource management
- designs, operates, and maintains an extensive data collection and monitoring network support of District activities

Approximately 950 employees are stationed at the District's headquarters in West Palm Beach. The remaining 850 work at 15 service centers, field stations, and pump stations throughout the District.

The Executive Office, SAP Solution Center (SSC) section faces a growing challenge in satisfying the District's increasing demand for technical services. In response to this need, the SSC would like to establish a means through which it can receive contractors for technology services as needed and in a timely fashion.

B. OBJECTIVES

The objective of this solicitation is to provide a mechanism for obtaining the services of multiple contractors capable of providing SAP Consulting personnel on an as-needed basis to fulfill a variety of entry to expert level technical functions in the following five (5) Function Areas: (1) **Finance and Logistics**; (2) **Human Capital Management (HCM)**; (3) **Netweaver Technology**; (4) **Programming**; and (5) **Business Intelligence**.

The District is interested in establishing a pool of qualified contractors for each of the five (5) Function Areas to perform various professional services defined below with demonstrated extensive experience in the areas of SAP Public Sector Financials and Logistics, HR/Payroll, ABAP, Workflow, Enterprise Portal, Business Intelligence and other SAP Netweaver technologies to provide Production Support on an as-needed basis for the District's SAP ERP system. Multiple work order contract awards are anticipated as a result of this Request For Proposals (RFP). It is anticipated that approximately 5 qualified contractors will be selected for each of the five Function Areas, however, the District reserves the right to award more or less than 5 in each area if it is deemed in the District's best interest to do so. Although the same prime contractor/subcontractor team may submit multiple proposals for two or more function areas, a prime contractor/subcontractor team will only be eligible to receive one contract award following the completion of the evaluation process described in this solicitation.

The District does not guarantee or represent that any minimum number or maximum number of work order contracts or work orders for any dollar amount will be issued as a result of this RFP.

C. SCOPE OF WORK

The solicited work can be grouped along five areas that are related by function. It is the District's preference that the work will be supported by a cohesive team to ensure the integration aspects of the SAP system are maintained:

1. **Finance and Logistics**
2. **Human Capital Management (HCM)**
3. **Netweaver Technology**
4. **Programming**
5. **Business Intelligence**

D. WORK BREAKDOWN STRUCTURE

The five (5) Function Areas and associated positions for which work is anticipated under the contracts resulting from this solicitation are explained in D.1 and D.2 below along with necessary skills, knowledge and abilities and minimum requirements, if applicable. The activities to be performed by these positions, also referred to as "roles" are listed in D.3 below and may be performed either on-site or off-site by the Contractor. Off-site is defined as a location not in the District's Offices. The Contractor will be required to provide its own equipment and to provide its own resources when activities are performed off-site.

On-site is defined as a location in the District's Offices and on-site work orders will be determined on a case-by-case basis. In these cases, the Contractor will be provided with space and resources at a District office for the duration of the work order. On-site work orders are subject to the understanding that the Contractor remains ultimately responsible for the supervision of all such work.

D.1 FUNCTION AREAS

1.0 Finance and Logistics

Includes Finance (FI), Controlling (CO), Fixed Assets (FA), Materials Management (MM), Funds Management (FM), Grants Management (GM), Project Systems (PS), Treasury Management, and Plant Maintenance (PM). It also entails the Service Desk (help desk) functions for all five areas.

2.0 Human Capital Management (HCM)

Includes Human Resources (HR), Payroll, Benefits, Travel, Training and Events, and Time Entry.

3.0 Netweaver Technology

Includes Basis Administration, Security, Netweaver architecture.

4.0 Programming

Refers to Workflow, ABAP, JSP and BSP development, Java, Webdynpro and Guided Procedures development.

5.0 Business Intelligence

Includes SAP BI server administration, Business Objects (BOBJ) server administration, Query Design for SAP BI tools (Bex, Visual Composer, Web Application Developer, etc.), Query Design for BOBJ tools (Xcelsius, Voyager, WebI, etc.), Enterprise Portal (EP) administration and development, and any SAP BI or BOBJ applications (SAP Integrated Planning [IP], SAP Business Planning and Simulation [BPS], etc.)

D.2 POSITION DESCRIPTIONS

The following is a list of all of the positions that may be required along with the necessary skills, knowledge and abilities and minimum requirements, if applicable.

D.2.1 FINANCE AND LOGISTICS

D.2.1.1. SAP FICO Functional Specialist

Description

As a member of the SAP Solution Center, the SAP FICO Functional Specialist can design how the FICO business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP FICO Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP FICO experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.2 SAP MM Functional Specialist

Description

As a member of the SAP Solution Center, the SAP MM Functional Specialist can design how the MM business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP MM Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to

provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP MM experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.3 SAP FM Functional Specialist

Description

As a member of the SAP Solution Center, the SAP FM Functional Specialist can design how the FM business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP FM Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP FM experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.4 SAP Treasury Functional Specialist

Description

As a member of the SAP Solution Center, the SAP Treasury Functional Specialist can design how the Treasury business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP Treasury Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process

owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Treasury experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.5 SAP FA Functional Specialist

Description

As a member of the SAP Solution Center, the SAP FA Functional Specialist can design how the FA business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP FA Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP FA experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.6 SAP PM Functional Specialist

Description

As a member of the SAP Solution Center, the SAP PM Functional Specialist can design how the PM business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP PM Functional Specialist provides best business

practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP PM experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.7 SAP GM Functional Specialist

Description

As a member of the SAP Solution Center, the SAP GM Functional Specialist can design how the GM business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP GM Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP GM experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.8 SAP PS Functional Specialist

Description

As a member of the SAP Solution Center, the SAP PS Functional Specialist can design how the PS business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process

team leads and other team members. The SAP PS Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP PS experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.1.9 SAP PS Project Controls Specialist

Description

The SAP PS Project Controls Specialist must have extensive hands-on SAP Project System (PS) knowledge with expertise in entering, maintaining, and supporting projects utilizing the PS module of SAP. In addition, the successful candidate must have experience in a supporting role as a Project Controls Specialist and be willing and able to train Project Managers on the use of SAP Project System.

The Project Controls Specialist will develop and update project schedules on a regular basis utilizing SAP PS, run SAP PS reports on a regular basis, create SAP PS queries as requested, provide SAP PS support both over the phone and in person to our Project Managers, liaise with District SAP PS Subject Matter Experts, Resource Area Finance Managers, SAP PS Consultants, and others as needed to ensure that the project managers are kept abreast of SAP PS direction and changes.

Required Knowledge and Expertise:

- Extensive knowledge in the Project System module of SAP, specifically in the area of Professional Services.
- Extensive knowledge in the use of Project Definitions and Work Breakdown Structures and associated configuration
- Excellent written and verbal communicative skills.
- Able to create, maintain, and close out projects in SAP PS which include internal activities, services activities, cost activities, external (goods) activities, work centers, and named resources
- Able to review an existing SAP PS project schedule and offer recommendations to the project manager on optimizing the structure of the schedule
- Able to troubleshoot SAP PS scheduling issues
- Able to create custom reports showing trends in the project portfolio as well as individual projects
- Good communication skills to enable the consultant to convey SAP PS expertise to project managers and to ensure good relationships with District SAP PS Subject Matter Experts
- Good presentation skills to provide training to employees on the use of SAP PS

Required Experience:

- At least 4 years experience in SAP Project Systems
- At least 4 years of Customer Support / Troubleshooting
- At least 1 year in project accounting including various methods of time tracking and labor allocation including confirmations, activity allocations, and costing sheet.
- At least 1 year in the various methods of project cost and revenue planning.
- At least 1 year experience with commitments and the integration of PS with Purchasing.
- At least 1 year in the integration of PS to other modules including SD, MM, FI, and CO.
- At least 1 year in the use and functionality of PS milestones.
- At least 1 year experience with budgeting and availability control.
- At least 1 year in project scheduling.
- At least 1 year in capacity planning and evaluation.
- At least 1 year in project versions, and simulation versions.
- At least 1 year experience with service entry sheets (for use with subcontractors).

D.2.2 HUMAN CAPITAL MANAGEMENT (HCM)**D.2.2.1 SAP HR Functional Specialist****Description**

As a member of the SAP Solution Center, the SAP HR Functional Specialist can design how the HR business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP HR Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP HR experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.2.2 SAP Payroll Functional Specialist

Description

As a member of the SAP Solution Center, the SAP Payroll Functional Specialist can design how the Payroll business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP Payroll Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Payroll experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.2.3 SAP Travel Management Functional Specialist

Description

As a member of the SAP Solution Center, the SAP Travel Management Functional Specialist can design how the Travel Management business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP Travel Management Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Travel Management experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.2.4 SAP Benefits Administration Functional Specialist

Description

As a member of the SAP Solution Center, the SAP Benefits Administration Functional Specialist can design how the Benefits Administration business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP Benefits Administration Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Benefits Administration experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.2.5 SAP Time Management Functional Specialist

Description

As a member of the SAP Solution Center, the SAP Time Management Functional Specialist can design how the Time Management business processes and analytical/reporting requirements may be represented in the software configuration, and transfers application design and configuration knowledge to both business process team leads and other team members. The SAP Time Management Functional Specialist provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Time Management experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP IMG configuration tasks

D.2.3 NETWEAVER TECHNOLOGY

D.2.3.1 SAP Basis Administrator Technical Specialist

Description

As a member of the SAP Solution Center, the SAP Basis Administrator Technical Specialist can prepare, install, and administer SAP systems (ERP, Security, BI, BOBJ, etc.) to meet the required business processes and transfers knowledge to team leads and other team members. The SAP Basis Administrator Technical Specialist will use his/her Netweaver technical expertise in working with a variety of SAP systems with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Basis Administrator Technical Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues. The SAP Basis Administrator Technical Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Basis Administration experience with some experience in other Netweaver technologies (BI, XI, Solution Manager, etc.)
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP systems administration (ERP, BI, XI, etc.)

D.2.3.2 SAP Security Administrator Technical Specialist

Description

As a member of the SAP Solution Center, the SAP Security Administrator Technical Specialist can administer SAP systems security (ERP, Security, BI, BOBJ, etc.) to meet the required business processes and transfers knowledge to team leads and other team members. The SAP Security Administrator Technical Specialist will use his/her Netweaver technical expertise in working with a variety of SAP systems with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Security Administrator Technical Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues. The SAP Security Administrator Technical Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for

project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Security Administration experience with some experience in other Netweaver technologies (BI, XI, Solution Manager, etc.)
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP systems security administration (ERP, BI, XI, etc.)

D.2.3.3 SAP Netweaver Lead Technical Specialist

Description

As a member of the SAP Solution Center, the SAP Netweaver Lead Technical Specialist can prepare, design, install, and administer SAP systems and architecture (ERP, Security, BI, BOBJ, etc.) to meet the required business processes and transfers knowledge to team leads and other team members. The SAP Netweaver Lead Technical Specialist will use his/her Netweaver technical expertise in working with a variety of SAP systems with staff members, IT colleagues, and other stakeholders to design the overall SAP Netweaver Technical Architecture and the SAP Systems Infrastructure. The SAP Netweaver Lead Technical Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques. The SAP Technical Specialist will mentor District staff and be responsible for knowledge transfer, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP experience with some experience in other Netweaver technologies (BI, XI, Solution Manager, etc.)
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP systems administration (ERP, BI, XI, etc.)

D.2.4 PROGRAMMING

D.2.4.1 SAP ABAP Programming Specialist

Description

As a member of the SAP Solution Center, the SAP Programming Specialist can design and develop programs to meet the required business processes and transfers knowledge to both business process team leads and other team members. The SAP Programming Specialist will use his/her programming expertise in working with a variety of SAP application modules with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Programming Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues.

The SAP Programming Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent communication skills
- Ability to estimate work effort and prioritize workload
- Translate functional specs into technical designs
- Participate in user functional and technical specification development
- Prepare unit test plan and data, and perform unit/program testing
- Follow development procedures and standards
- Requires strong programming skills

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology
- At least 4 years of SAP ABAP programming tasks

D.2.4.2 SAP Workflow Programming Specialist

Description

As a member of the SAP Solution Center, the SAP Programming Specialist can design and develop programs to meet the required business processes and transfers knowledge to both business process team leads and other team members. The SAP Programming Specialist will use his/her programming expertise in working with a variety of SAP application modules with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Programming Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues.

The SAP Programming Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent communication skills
- Ability to estimate work effort and prioritize workload
- Translate functional specs into technical designs
- Participate in user functional and technical specification development
- Prepare unit test plan and data, and perform unit/program testing
- Follow development procedures and standards
- Requires strong programming skills

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology
- At least 4 years of SAP workflow programming tasks

D.2.4.3 SAP Java Programming Specialist

Description

As a member of the SAP Solution Center, the SAP Programming Specialist can design and develop programs to meet the required business processes and transfers knowledge to both business process team leads and other team members. The SAP Programming Specialist will use his/her programming expertise in working with a variety of SAP application modules with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Programming Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues.

The SAP Programming Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent communication skills
- Ability to estimate work effort and prioritize workload
- Translate functional specs into technical designs
- Participate in user functional and technical specification development
- Prepare unit test plan and data, and perform unit/program testing
- Follow development procedures and standards
- Requires strong programming skills

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP experience with some cross-functional experience in other modules

- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology
- At least 4 years of SAP Java programming tasks

D.2.5 BUSINESS INTELLIGENCE

D.2.5.1 SAP BOBJ Administrator Specialist

Description

As a member of the SAP Solution Center, the SAP BOBJ Administrator Specialist will provide expert knowledge of complex technical architectures in the Netweaver and BOBJ landscapes in a mixed SAP/Business Objects (BOBJ) environment and serve as the subject matter expert on BOBJ systems administration. This is a hands-on technical position that will require administration of BOBJ servers. Candidates must have the ability to think strategically and drill down into technical details to solve technical and business problems. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP BOBJ experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 4 years of SAP BOBJ Administration experience

D.2.5.2 SAP BOBJ Query Designer Specialist

Description

As a member of the SAP Solution Center, the SAP BOBJ Query Designer Specialist will conceptualize, build, and deploy application integration solutions in a mixed SAP/Business Objects (BOBJ) environment and provide expert knowledge of complex technical architectures in the Netweaver and BOBJ landscapes and serve as the subject matter expert on SAP BOBJ query design. This is a hands-on technical position that will require, depending on the role, development of queries and dashboards (BI, BOBJ, Xcelsius, etc). Candidates must have the ability to think strategically and drill down into technical details to solve technical and business problems. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP BI/BOBJ experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 4 years of SAP BI/BOBJ experience

D.2.5.3 SAP BI Query Designer (Bex) Specialist**Description**

As a member of the SAP Solution Center, the SAP BI Query Designer (Bex) Specialist will conceptualize, build, and deploy application integration solutions in a mixed SAP/Business Objects (BOBJ) and serve as the subject matter expert on SAP BI query design using Bex. This is a hands-on technical position that will require development of queries and dashboards using SAP's Bex tool. Candidates must have the ability to think strategically and drill down into technical details to solve technical and business problems. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP BI Query Design experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 4 years of SAP BI query design experience

D.2.5.4 SAP BI ABAP Programming Specialist**Description**

As a member of the SAP Solution Center, the SAP BI ABAP Programming Specialist can design and develop programs to meet the required business processes and transfers knowledge to both business process team leads and other team members. The SAP BI ABAP Programming Specialist will use his/her programming expertise in working with a variety of SAP application modules with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP BI ABAP Programming Specialist will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues.

The SAP BI ABAP Programming Specialist will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent communication skills
- Ability to estimate work effort and prioritize workload
- Translate functional specs into technical designs
- Participate in user functional and technical specification development
- Prepare unit test plan and data, and perform unit/program testing
- Follow development procedures and standards
- Requires strong programming skills

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP BI ABAP programming experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology
- At least 2 years of SAP BI ABAP programming tasks

D.2.5.5 SAP BI Architect**Description**

As a member of the SAP Solution Center, the SAP BI Architect will conceptualize, build, and deploy application integration solutions in a mixed SAP/Business Objects (BOBJ) environment and provide expert knowledge of complex technical architectures in the Netweaver and BOBJ landscapes and serve as the subject matter expert on Business Intelligence systems. This is a hands-on technical position that will require the design of BI/BOBJ and EP systems architecture and BI servers' infrastructure. Candidates must have the ability to think strategically and drill down into technical details to solve technical and business problems.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP BI Netweaver technical leadership experience with some cross-functional experience in other modules
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 4 years of SAP BI experience

D.2.5.6 SAP EP Administrator**Description**

As a member of the SAP Solution Center, the SAP EP Administrator can prepare, install, and administer SAP EP systems to meet the EP/BI business processes and transfers knowledge to team leads and other team members. The SAP EP Administrator will use his/her EP technical expertise in working with a variety of SAP EP systems with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The EP

Administrator will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues. The SAP EP Administrator will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary. Another facet of this role is to provide level 2 support for project teams, systems administrators, and end users; this support entails answering calls/emails from end users.

Required Knowledge and Expertise:

- Excellent written and verbal communicative skills.
- Advanced ability to use MS Word, MS Excel and PowerPoint office software.
- Excellent organization skills.

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP EP Administration experience with some experience in other Netweaver technologies (BI, XI, Solution Manager, etc.)
- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology.
- At least 2 years of SAP EP systems administration (ERP, BI, XI, etc.)

D.2.5.7 SAP Portal Programmer

Description

As a member of the SAP Solution Center, the SAP Portal Programmer can design and develop programs to meet the required business processes and transfers knowledge to both business process team leads and other team members. The SAP Portal Programmer will use his/her programming expertise in working with a variety of SAP application modules with staff members, IT colleagues, and other stakeholders to define and document detailed customer requirements, and then to design and develop technical solutions. The SAP Portal Programmer will also develop and work with technical staff to ensure that the designs are developed with proper methodologies and techniques, in addition to performing troubleshooting of technical issues.

The SAP Portal Programmer will mentor District staff and be responsible for knowledge transfer and provides best business practices knowledge to aid in the design of new functionality, acts as an advisor to business process owners, and aids the SAP Solution Center team in all tasks, as necessary.

Required Knowledge and Expertise:

- Excellent communication skills
- Ability to estimate work effort and prioritize workload
- Translate functional specs into technical designs
- Participate in user functional and technical specification development
- Prepare unit test plan and data, and perform unit/program testing
- Follow development procedures and standards
- Requires strong programming skills

Required Experience:

- At least 2 Full-Life Cycle implementations of SAP Portal programming experience with some cross-functional experience in other modules

- At least 1 year experience with SAP ERP 6.0
- At least 2 years experience in both SAP implementations and sustaining support-using SAP best practices and ASAP Methodology
- At least 2 years of SAP Portal programming tasks

D.3 PRODUCTION SUPPORT ACTIVITIES OR “ROLES”

It is anticipated that the SAP roles below will be required as part of the production support teams. Depending on the requirements, one SAP position (as defined in D.2 above) may perform multiple roles or a role may be performed exclusively by several positions or in combination with another awarded Contractor. Production Support includes a wide variety of services, including not limited to the following:

Configuration and Customization Services: Provide SAP project-specific consulting services including knowledge transfer, SAP enterprise level configuration design, development and implementation, requirements and systems analysis, and SAP software and business process improvements.

SAP Development: Provide SAP project-specific consulting services for SAP development including knowledge transfer. The District seeks experts in Netweaver development, ABAP BI, Workflow, Webdynpro for Java and Webdynpro for ABAP to provide project-specific consulting services to support SAP development.

SAP System Security: Provide SAP project-specific consulting services, including knowledge transfer, security assessment, standards review and development, solution design, testing, implementation, and operation.

Data Architecture Engineering: Provide SAP project-specific consulting services including knowledge transfer, database design and administration, data conversion, assistance to software development teams on database design and performance issues, development and maintenance of data warehouses.

SAP Basis and System Support and Engineering: The District seeks experts in Basis administration, system architecture, performance tuning and system upgrades to provide project-specific consulting services including knowledge transfer

Project Management: Provide SAP project-specific consulting services including SAP project-related project management, project management process improvement and evaluation, software process engineering, business process modeling and needs analysis and requirements gathering, and data conversion.

Management and Advisory Experience: Provide SAP project-specific consulting services including management and advisory assistance to client, project management, project team staff, and end-user including knowledge transfer.

E. WORK ORDER PROCESS

Once the contract awards are made, work orders will be issued as needs are identified and firms will be selected based on a combination of qualifications, cost, and a proven ability to successfully perform similar tasks on prior work orders (i.e. past performance). Each contract will contain a schedule of hourly rates for each applicable technical labor category and other unit pricing, as applicable, and negotiated prior to contract execution which will be used as the basis for determining the cost of all subsequent work orders. To the extent practical, work orders will be evenly distributed among the pool of contractors. At the time each service requirement is identified, a specific statement of work and project schedule will be provided to one or more contractors having received the least

amount of awards to date on the list of qualified firms. Each contractor will then be asked to submit a detailed level of effort, project and staffing schedule that conforms to the specific project and schedule requirements along with copies of resumes for those individuals who will be available to perform the work. When the District identifies work under any resulting Work Order contract, the contractor shall provide specific resumes of staff that will be assigned to a Work Order. These submissions will be reviewed to determine whether or not the minimum District requirements are met. The District retains the right to request specific staff contrary to staff proposed by the contractor. A firm fixed price or not-to-exceed amount for that effort will then be negotiated based on the pre-determined rate schedule (hourly labor rates and/or unit pricing) included in the contract at the time of contract execution. All work orders will contain a schedule of deliverables and/or project milestones and payment will be subject to successful completion of tasks and District acceptance of deliverables and/or project milestones.

No work is authorized until such time as a work order is fully executed by the District. Any work provided under a revision to a work order is not authorized until the revised Work Order is fully executed by the District. No minimum quantity of work orders is guaranteed.

Throughout the term of each work order, the District's project manager will perform periodic performance reviews which will be documented and shared with the Contractor. The District will maintain a history of project performance for each Contractor which will become an important factor in the consideration of future work order awards. On a scale of 1 – 5, a running Average Score ≥ 3.0 is required to maintain active contract status.

Prime Contractors awarded work orders shall:

- Provide timely delivery services and resources;
- Screen candidates for work orders to ensure they meet required qualifications and check references before recommending to DISTRICT;
- Supervise consulting and subconsulting staff; oversee their work and performance;
- Manage the project (timelines, budget, deliverables, contingencies) and track the progress;
- Quality assure all deliverables; ensure written reports are polished and coherent;
- Communicate regularly with the DISTRICT Work Order Project Managers.

STATEMENT OF NO RESPONSE

SOLICITATION NO. 6000000258

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Department
C/O Penny Burger
South Florida Water Management District
P.O. Box 24680, West Palm Beach, FL 33416-4680
Fax Number: 561-681-6275

REASONS:

1. _____ Do not offer this product / service or an equivalent.
2. _____ Schedule would not permit.
3. _____ Insufficient time to respond to solicitation.
4. _____ Unable to meet specifications / scope of work.
5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
6. _____ Specifications not clear.
7. _____ Unable to meet bond and / or insurance requirements.
8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? ☐ Yes ☐ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

EXHIBIT "H"

INSURANCE REQUIREMENTS

In accordance with Article 5 of this **CONTRACT**, the information listed in this Exhibit "H" defines the various types and limits of insurance the **CONTRACTING PARTY** is required to maintain during performance of work identified under the applicable Statement of Work for the term of this **CONTRACT**.

Unless otherwise specified, the DISTRICT shall be named and included as an additional insured under all required insurance policies, excluding workers' compensation and professional liability. The DISTRICT shall also be identified as the certificate holder on all certificates of insurance. The general liability, automobile liability and all other coverages, as appropriate, shall be no more restrictive than the latest editions of the Insurance Services Office (ISO).

Each line of coverage and specific endorsements are the types of insurance required. The minimum limit of insurance required is also identified. The limit is "per occurrence", combined single limit for personal injury, bodily injury and property damage. The **DISTRICT** may require a separate project aggregate depending on the type of work being performed. The applicable Contract Number and designated Contract Administrator identified on the cover page of this **CONTRACT** shall also be specified on the Certificate.

South Florida Water Management District is to be named as Additional Insured for General Liability and Auto Liability Coverage. When the contract requires aircraft and/or environmental Impairment Liability, the South Florida Water Management District is to be named as an Additional Insured for those items also.

GENERAL LIABILITY	\$2,000,000
COMPREHENSIVE FORM	
OCCURRENCE FORM	
PREMISES / OPERATIONS	
DELETE XCU EXCLUSION	
PRODUCTS / COMPLETED	
CONTRACTUAL	
INDEPENDENT CONTRACTORS	
BROAD FORM PROPERTY	
PERSONAL INJURY	
BLASTING	
DEMOLITION	
WATERCRAFT	
POLLUTION	
AUTOMOBILE LIABILITY	
ANY AUTO	\$1,000,000
OWNED	
NON-OWNED	
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	
Coverage:	Statutory
Limit:	\$100,000 each accident
	\$100,000 disease-each employee
	\$500,000 disease policy limit
PROFESSIONAL LIABILITY	\$ 500,000

The attached Certificate of Insurance Form is preferable to the District, however the Acord Form is acceptable.

CERTIFICATION OF INSURANCE		Agent/Broker		Insured	
		Name: Address:		Name: Address:	
Carrier Letter I.D.	Type of Coverage	Telephone: EMAIL: FAX:		Telephone: EMAIL: FAX:	
A	General Liability (Place check to the left of the coverage provided)	Agent/Broker Certification: Should any of the coverage listed herein be terminated or otherwise modified, the Agent/Broker shall notify the certificate holder identified below by certified mail at least 30 days prior to the effective date of termination or modification, or as soon as possible thereafter. I herein certify that I am duly licensed agent authorized to broker insurance in the State of Florida. _____ Agent/Broker Signature _____ Date _____			
	☐ Comprehensive Form				
	☐ Occurrence form				
	☐ Premises Operations				
	☐ Delete XCU Exclusion				
	☐ Products Completed				
	☐ Contractual				
	☐ Independent Contractors				
	☐ Broad Form Property				
	☐ Personal Injury				
	☐ Blasting				
	☐ Demolition				
☐ Watercraft					
☐ Pollution					
		Policy Limits	Carrier information		
		Bodily Injury & Property Damage \$ _____ Combined Limit	Company A Name _____ Policy No _____ Effective Date _____ Termination date _____		
B	Automobile Liability	Bodily Injury & Property Damage \$ _____ Combined Limit	Company B		
	☐ Any Auto		Name _____		
	☐ Owned		Policy No _____		
	☐ Non - Owned		Effective Date _____ Termination date _____		
C	Workers' Compensation and Employer's Liability	Statutory Limits \$100,000/Accident \$100,000/\$500,000 Disease	Company C		
D	Professional liability	\$ _____	Company D		
E	Builder's Risk/Installation Floater	@100 % of Value	Company E		
F	Aircraft Liability	Bodily injuries & Property Damage \$ _____ Combined Limit	Company F		
G	Environmental Impairment Liability	Bodily injuries & Property Damage \$ _____ Combined Limit	Company G		
Certificate Holder: South Florida Water Management District 3301 Gun Club Road West Palm Beach, FL 33406		Additional Insured: The South Florida Water Management District is named additional insured under the General and Auto liability policies identified herein.		Compliance with Contractual Insurance Requirements reviewed by: _____ Initials _____ Date _____	

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SAMPLE CONTRACT

THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT (hereinafter referred to as DISTRICT) HEREBY ENTERS INTO THIS CONTRACT WITH: Name: Address: Project Manager: Telephone No: () - Fax No: () - Hereinafter referred to as: CONTRACTOR		This number must appear on all Invoices and Correspondence	
		SMALL BUSINESS ENTERPRISE (SBE) Participation:	
PROJECT TITLE: SAP CONSULTING SERVICES			
The following Exhibits are attached hereto and made a part of this CONTRACT: Exhibit "A" - Not Applicable Exhibit "B" - General Terms and Conditions Exhibit "C" - Statement of Work Exhibit "D" - Not Applicable Exhibit "E" - Not Applicable Exhibit "F" - Not Applicable Exhibit "G" - Not Applicable Exhibit "H" - Insurance Requirements Exhibit "I" - Work Order Form Exhibit "J" - Not Applicable Exhibit "K" - Not Applicable Exhibit "L" - Rate Schedule Exhibit "M" - Not Applicable			
TOTAL CONTRACT AMOUNT: \$ Multi-Year Funding (If Applicable) Fiscal Year: Fiscal Year: Fiscal Year: *Subject to District Governing Board Annual Budget Approval		CONTRACT TYPE: Work Order Fiscal Year: Fiscal Year: Fiscal Year:	
CONTRACT TERM: 3 years with two (2) one year renewal options		EFFECTIVE DATE: Last Date of Execution by the Parties	
District Project Manager: Telephone No: Fax No.		District Contract Specialist: Penelope Burger Telephone No: (561) 682-2536 Fax No.: (561) 681-6275	
SUBMIT INVOICES AND NOTICES TO THE DISTRICT AT: South Florida Water Management District 3301 Gun Club Road West Palm Beach, Florida 33406 Attention: Procurement Department		SUBMIT NOTICES TO THE CONTRACTOR AT: Attention:	
IN WITNESS WHEREOF, the authorized representative hereby executes this CONTRACT on this date, and accepts all Terms and Conditions under which it is issued.			
Accepted By: _____ Signature of Authorized Representative Title: _____ Date: _____		SOUTH FLORIDA WATER MANAGEMENT DISTRICT Accepted By: _____ Frank Hayden, Procurement Director Date: _____ SFWMD OFFICE OF COUNSEL APPROVED By: _____ Date: _____ SFWMD PROCUREMENT APPROVED By: _____ Date: _____	



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

EXHIBIT "B"

GENERAL TERMS AND CONDITIONS

ARTICLE 1 - STATEMENT OF WORK

1.1 The **CONTRACTOR** shall, to the satisfaction of the **DISTRICT**, fully and timely perform all work items described in the "Statement of Work," attached hereto as Exhibit "C", and made a part of this **CONTRACT**, as well as any supplemental Statement of Work issued pursuant to any Work Order issued hereunder pursuant to 1.1.1 below. In the event **CONTRACTOR** employees or hired workers are authorized to perform services on-site at **DISTRICT** facilities by either Exhibit "C" or any supplemental Work Order Statement of Work, the **CONTRACTOR** hereby agrees to be bound by all applicable **DISTRICT** policies and standards of conduct listed in Attachment 1, to Exhibit "C" titled "Contractor Policy Code Acknowledgment". **CONTRACTOR** shall require each individual performing such on-site work to execute the Attachment 1 form. It is the **CONTRACTOR's** responsibility to advise its employees or hired workers of the nature of the project, as described in Exhibit "C" as well as any supplemental Work Order Statement of Work issued hereunder. The **CONTRACTOR** shall determine the method, details and means of performing the services, within the parameters established by Exhibit "C" as well as any supplemental Work Order Statement of Work. The **DISTRICT** may provide additional guidance and instructions to **CONTRACTOR's** employees or hired workers where necessary or appropriate as determined by the **DISTRICT**.

1.1.1. The actual services required and either fixed price or not-to-exceed consideration for providing such services shall be detailed in individual Work Order(s) to this **CONTRACT**, a sample of which is attached as Exhibit "I", and made a part of this **CONTRACT**. As actual services are identified by the **DISTRICT**, the **CONTRACTOR** shall, upon request, prepare a detailed technical and cost proposal for submission to the **DISTRICT**. Cost proposals shall include a detailed breakdown adequate to substantiate all **CONTRACTOR** costs, including labor and expenses. Cost proposals shall also incorporate any established rates specified in Exhibit "L", attached hereto and made an integral part of this **CONTRACT**. The **DISTRICT** shall evaluate the technical merit and cost of each proposal submitted and conduct negotiations with the **CONTRACTOR** to achieve technical and cost objectives. Such negotiations will result in a total consideration amount to be disbursed under the applicable Work Order on either a fixed price or time and materials basis within a not-to-exceed limitation. In either case, the mutually agreed upon fixed price/not-to-exceed amount for each authorized Work Order issued hereunder shall be the only basis for consideration by the **DISTRICT**. No work shall commence prior to receipt of an authorized Work Order. The **DISTRICT** does not guarantee or represent that any minimum

number of Work Orders for any dollar amount will be issued as a result of this **CONTRACT**.

1.1.2 In addition to the foregoing, award of Work Orders under this **CONTRACT** shall be subject to the following:

(a) Negotiation of a Statement of Work and a price most advantageous to the **DISTRICT**.

(b) Availability of qualified personnel within the required time frames; and

(c) Satisfactory performance by the **CONTRACTOR** under any previous Work Order(s) issued by the **DISTRICT**.

1.2 As part of the services to be provided by the **CONTRACTOR** under this **CONTRACT**, the **CONTRACTOR** shall substantiate, in whatever forum reasonably requested by the **DISTRICT**, the methodology, lab analytical examinations, scientific theories, data, reference materials, and research notes. The **CONTRACTOR** shall also be required to substantiate any and all work completed, including but not limited to, work completed by subcontractors, assistants, models, concepts, analytical theories, computer programs and conclusions utilized as the basis for the final work product required by the **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.3 The parties agree that time is of the essence in the performance of each and every obligation under this **CONTRACT**.

1.4 The **CONTRACTOR** shall conduct thorough background checks for all of the **CONTRACTOR's** employees or hired workers who will be working on any **DISTRICT** site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with Article 9.7. After reviewing the results of the background check, the **CONTRACTOR** shall determine whether the **CONTRACTOR's** employee and/or hired worker meets the necessary criteria for the position sought to be filled by the **DISTRICT**. The **DISTRICT** will rely on the **CONTRACTOR's** assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the **DISTRICT**, based on the background check conducted by the **CONTRACTOR**. Prior to allowing any employees or hired workers to work on-site at **DISTRICT** facilities, the **CONTRACTOR** will provide written verification to the **DISTRICT** that a complete background check, as described above, was conducted for any such

employee or hired worker. The **CONTRACTOR** will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

1.5 Should the services provided by the **CONTRACTOR** fail to meet the expectations of the **DISTRICT's** Project Manager, the **CONTRACTOR** shall have a period of ten (10) working days from the date notice is given to the **CONTRACTOR** by the **DISTRICT**, to correct all deficiencies in the **CONTRACTOR's** services under the Work Order. All corrections shall be made to the satisfaction of the **DISTRICT** Project Manager. Inability to correct all deficiencies within the specified ten days shall be good and sufficient cause to immediately terminate the Work Order without the **DISTRICT** being liable for any and all future obligations under the Work Order as determined by the **DISTRICT** at its sole discretion. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any accepted work product through the date of termination of an authorized Work Order, provided it is in a form that is sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

1.6 In the event the project or work under this **CONTRACT** requires that the **CONTRACTOR** or subcontractor employees or other authorized agents have unrestricted access to one or more **DISTRICT** critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a **CONTRACTOR** or subcontractor's employees or other authorized agents will only have access to **DISTRICT** critical structures when accompanied by appropriate **DISTRICT** staff, a fingerprint-based criminal history check will not be required. The **DISTRICT's** Project Manager or designated **DISTRICT** representative will notify **CONTRACTOR** when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at **DISTRICT** headquarters as soon as practicable after the **CONTRACTOR** is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the **DISTRICT**. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a **DISTRICT** critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

1.7 Any manuscripts, technical publications, presentation slides or other documents resulting from or related to the **Work** performed under this **CONTRACT** shall be submitted to the **DISTRICT** for review and approval prior to publication by the **CONTRACTOR** in any forum or format. This paragraph shall survive the expiration or termination of this **CONTRACT**.

1.8 Any use of data gathered under this **CONTRACT** that has not been through the quality assurance/quality control validation described in Exhibit "C" will be at the **CONTRACTOR's** own risk and shall not make reference to the **DISTRICT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

ARTICLE 2 - COMPENSATION/ CONSIDERATION

2.1 The total consideration for all work required by the **DISTRICT** pursuant to this **CONTRACT** shall not exceed the amount as indicated on the cover/signature page of this **CONTRACT**. Such amount includes all expenses which the **CONTRACTOR** may incur and therefore no additional consideration shall be authorized.

2.2 Notwithstanding the foregoing, the amount expended under this **CONTRACT** shall be paid in accordance with, and subject to the funding allocations for each **DISTRICT** fiscal year indicated on the cover/signature page of this **CONTRACT**. Funding for each applicable fiscal year of this **CONTRACT** is subject to **DISTRICT** Governing Board budgetary appropriation. In the event the **DISTRICT** does not approve funding for any subsequent fiscal year, this **CONTRACT** shall terminate upon expenditure of the current funding, notwithstanding other provisions in this **CONTRACT** to the contrary. The **DISTRICT** will notify the **CONTRACTOR** in writing after the adoption of the final **DISTRICT** budget for each subsequent fiscal year if funding is not approved for this **CONTRACT**.

2.3 The **CONTRACTOR**, by executing this **CONTRACT**, certifies to truth-in-negotiation, specifically, that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The **CONTRACTOR** agrees that the **DISTRICT** may adjust the consideration for this **CONTRACT** to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. The **DISTRICT** shall make any such adjustment within one (1) year following the expiration or termination of this **CONTRACT**.

2.4 In the event any travel is required by members of the **CONTRACTOR's** staff to fulfill its performance of the terms and conditions of this **CONTRACT**, such travel shall require prior written authorization by the **DISTRICT**. The **DISTRICT** shall only reimburse the **CONTRACTOR** for travel expenses, including transportation, lodging, food, and incidental expense to the extent provided under Chapter 112, Florida Statutes and the **DISTRICT's** Travel Policy Chapter 201, Article VI. A completed "Travel Expense Voucher", attached hereto as Exhibit "J", or similar form, together with copies of receipts to support travel expenses must accompany all requests for travel reimbursement.

ARTICLE 3 – INVOICING AND PROMPT PAYMENT

3.1 The **CONTRACTOR's** invoices shall reference the **DISTRICT's** Contract Number and SAP PO Number specified on the cover/signature page of the **CONTRACT**. Original invoices shall be sent to the attention of Accounts Payable at the address specified on the cover/signature page of this **CONTRACT**. In addition, the **CONTRACTOR** shall submit a copy of all invoices to the attention of the Project Manager listed on the cover/signature page of the **CONTRACT**. Invoices submitted to the attention of the Project Manager may also be submitted electronically via e-mail or fax. **INVOICES SUBMITTED TO THE PROJECT MANAGER SHALL BE CLEARLY STAMPED OR MARKED "COPY".**

3.2 The **CONTRACTOR** shall submit the invoices pursuant to the schedule outlined in the Exhibit "D" Payment and Deliverable Schedule attached to each Work Order. For Work Orders issued on a time and materials basis, all invoices shall be substantiated by adequate supporting documentation to justify hours expended and expenses incurred within the Work Order's not-to-exceed budget including, but not limited to, copies of approved timesheets, payment vouchers, expense reports (included approved travel costs, if applicable), receipts and subcontractor invoices. Any travel authorized by the DISTRICT shall be reimbursed in accordance with Chapter 112, Florida Statutes and in accordance with Article 2.4 above.

3.3 It is the policy of the **DISTRICT** that payment for all goods and services shall be made in a timely manner and that interest payments are made on late payments. In accordance with Florida Statutes, Chapter 218.70, Florida Prompt Payment Act, a "proper" invoice is defined as an invoice that conforms to all statutory requirements and all **DISTRICT** requirements as specified in the **CONTRACT** for invoice submission. The time at which payment shall be due from the **DISTRICT** shall be forty-five (45) days from receipt of a proper invoice and acceptance of services and/or deliverables, based on compliance with the statutory requirements set forth in Chapter 218.70, F.S. and upon satisfaction of the **DISTRICT** conditions as detailed in the **CONTRACT** document.

Failure of the **CONTRACTOR** to follow the instructions set forth in the **CONTRACT** regarding a proper invoice and acceptable services and/or deliverables may result in an unavoidable delay in payment by the **DISTRICT**. All payments due from the **DISTRICT** for a proper invoice and acceptable services and/or deliverables and not made within the time specified in this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. The **CONTRACTOR** shall invoice the **DISTRICT** for payment of any accrued unpaid interest.

Any disputes regarding invoice payments which cannot be resolved by the appropriate department of the **DISTRICT** shall be concluded by final written decision of the **DISTRICT** Leadership Team not later than sixty (60) days after the date on which the proper invoice was received by the **DISTRICT**.

3.4 The **DISTRICT** shall not pay for any obligation or expenditure made by the **CONTRACTOR** prior to the commencement date of this **CONTRACT** or prior to receipt of authorized Work Order(s), unless the **DISTRICT** authorizes such payment in writing.

3.5 Any early payment discount offered by the **CONTRACTOR** shall be clearly indicated on the invoice, including the percentage of the discount and the time period for which the discount is valid. The **DISTRICT** reserves the option to accept such early payment discounts.

ARTICLE 4 - PROJECT MANAGEMENT/ NOTICE

4.1 The parties shall direct all technical matters arising in connection with the performance of this **CONTRACT**, other than invoices and notices, to the attention of the respective Project Managers specified on the cover/signature page of the **CONTRACT** for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this **CONTRACT**. The **CONTRACTOR** shall direct all administrative matters, including invoices and notices, to the attention of the **DISTRICT's** Contract Specialist specified on the cover/signature page of the **CONTRACT**.

All formal notices between the parties under this **CONTRACT** shall be in writing and shall be deemed received if sent by certified mail, return receipt requested, to the respective addresses specified on the cover/signature page of the **CONTRACT**. The **CONTRACTOR** shall also provide a copy of all notices to the **DISTRICT's** Project Manager. All notices required by this **CONTRACT** shall be considered delivered *upon receipt*. Should either party change its address, written notice of such new address shall promptly be sent to the other party.

All correspondence to the **DISTRICT** under this **CONTRACT** shall reference the **DISTRICT's** Contract Number specified on the cover/signature page of the **CONTRACT**.

4.2 The **CONTRACTOR** agrees that the individual(s) listed in Exhibit "G", attached hereto and made a part of this **CONTRACT** shall provide services under this **CONTRACT**. The services of the individual(s) listed herein are a substantial inducement and material consideration for this **CONTRACT**. In the event such individual(s) can no longer provide the services required by this **CONTRACT**, the **CONTRACTOR** shall immediately notify the **DISTRICT** in writing and the **DISTRICT** may elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT**, in its judgment, may elect to compensate the **CONTRACTOR** for any unfinished work product, provided it is in a form that is

sufficiently documented and organized to provide for subsequent utilization in completion of the work product.

4.3 At its sole discretion, the **DISTRICT** has the right to order the immediate replacement of any individual(s) working on behalf of the **CONTRACTOR** as long as the basis for the replacement is not discriminatory or for any other reason contrary to law. The **DISTRICT** may take this action if the **DISTRICT** determines that it is in its best interest to do so, but will not be required to provide a reason for requesting the replacement of any individual(s). In such event, the **CONTRACTOR** shall be responsible for carrying out such replacement and for returning **DISTRICT** property in accordance with **DISTRICT** policies and procedures. The **CONTRACTOR** may propose a replacement for the individual(s), subject to the optional approval of the **DISTRICT**. The **DISTRICT** may also elect to terminate this **CONTRACT**, for this reason, without any liability whatsoever to the **CONTRACTOR**, including but not limited to liability for unfinished work product.

The **CONTRACTOR** will place the above language in any contract that it has with subcontractors. The **CONTRACTOR** will enforce the replacement of subcontractor personnel upon request by the **DISTRICT**.

ARTICLE 5 - INDEMNIFICATION & INSURANCE

5.1 For value received, which is hereby acknowledged, the **CONTRACTOR** shall indemnify and hold the **DISTRICT**, its officers, directors, board members, agents, assigns, and employees harmless from liabilities, damages, losses and costs, including, but not limited to reasonable attorneys' fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the **CONTRACTOR** and other persons employed or utilized by the **CONTRACTOR** in the performance of the **CONTRACT**.

The **CONTRACTOR** further acknowledges that it is solely responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, invitees and employees with the terms of this **CONTRACT**. This paragraph shall survive the expiration or termination of this **CONTRACT**.

5.2 The **CONTRACTOR** shall procure and maintain, through the term of this **CONTRACT**, insurance coverage reflecting, at a minimum, the limits and coverage conditions identified on the **DISTRICT**'s Insurance Requirements, attached as Exhibit "H" and made a part of this **CONTRACT**. The coverage required shall extend to all employees and subcontractors of the **CONTRACTOR**. Prior to the execution of this **CONTRACT**, the **CONTRACTOR** shall provide a Certificate of Insurance for such coverage to the **DISTRICT** for approval, indicating the producer, insured, carrier's name, and BEST rating, policy numbers and effective and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by the insurance carrier's authorized representative and shall identify the **DISTRICT** as added insured as required.

5.3 All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the **DISTRICT** to notify the **CONTRACTOR** that the certificate of insurance does not meet the **CONTRACT** requirements shall not constitute a waiver of the **CONTRACTOR**'s responsibility to meet the stated requirement. In addition, receipt and acceptance of the certificate of insurance by the **DISTRICT** shall not relieve the **CONTRACTOR** from responsibility for adhering to the insurance limits and conditions of insurance required within this **CONTRACT**. Misrepresentation of any material fact, whether intentional or not, regarding the **CONTRACTOR**'s insurance coverage, policies or capabilities, may be grounds for termination of the **CONTRACT** as determined solely by the **DISTRICT**.

ARTICLE 6 - TERMINATION/REMEDIES

6.1 It is the policy of the **DISTRICT** to encourage good business practices by requiring consultants to materially perform in accordance with the terms and conditions of the **DISTRICT CONTRACT**. In accordance with **DISTRICT** Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-performance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the **CONTRACT**.

If the **CONTRACTOR** materially fails to fulfill its obligations under this **CONTRACT**, the **DISTRICT** will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the material breach. The **CONTRACTOR** shall have thirty (30) days to cure the breach. If the **CONTRACTOR** fails to cure the breach within the thirty (30) day period, the **DISTRICT** shall issue a Termination for Default Notice. Once the **DISTRICT** has notified the **CONTRACTOR** that it has materially breached its **CONTRACT** with the **DISTRICT**, by sending a Termination for Default Notice, the **DISTRICT**'s Governing Board shall determine whether the **CONTRACTOR** should be suspended from doing future work with the **DISTRICT**, and if so, for what period of time. The **DISTRICT**'s Governing Board will consider the factors detailed in Rule 40E-7, Part II, F.A.C. in making a determination as to whether a **CONTRACTOR** should be suspended, and if so, for what period of time. Should the **DISTRICT** terminate for default in accordance with this provision, the **DISTRICT** shall be entitled to recover reprocurement costs in addition to all other remedies under law and/or equity.

6.2 The **DISTRICT** may terminate this **CONTRACT**, with or without cause, at any time for convenience upon thirty (30) calendar days prior written notice to the **CONTRACTOR**. The performance of work under this **CONTRACT** may be terminated by the **DISTRICT** in accordance with this clause in whole, or from time to time in part, whenever the **DISTRICT** shall determine that such termination is in the best interest of the **DISTRICT**. Any such termination shall be effected by delivery to the **CONTRACTOR** of a Notice of Termination specifying the extent to which performance of work under the

CONTRACT is terminated, and the date upon which such termination becomes effective.

In the event of termination for convenience, the **DISTRICT** shall compensate the **CONTRACTOR** for all authorized and accepted deliverables completed through the date of termination in accordance with Work Orders issued hereunder. The **DISTRICT** shall be relieved of any and all future obligations hereunder, including but not limited to lost profits and consequential damages, under this **CONTRACT**. The **DISTRICT** may withhold all payments to the **CONTRACTOR** for such work until such time as the **DISTRICT** determines the exact amount due to the **CONTRACTOR**.

6.3 In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to non-binding mediation. The mediator or mediators shall be impartial, shall be selected by the parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

6.4 The **DISTRICT** may order that all or part of the work stop if circumstances dictate that this action is in the **DISTRICT's** best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the **DISTRICT's** Governing Board, a condition of immediate danger to **DISTRICT** employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the **CONTRACTOR** to the **DISTRICT**. If this provision is invoked, the **DISTRICT** shall notify the **CONTRACTOR** in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The **CONTRACTOR** shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the **DISTRICT** is received. Upon resumption of work, if deemed appropriate by the **DISTRICT**, the **DISTRICT** may amend this **CONTRACT** and/or any Work Order to reflect any changes to Exhibit "C", Statement of Work and/or the project schedule.

ARTICLE 7 - RECORDS RETENTION/ OWNERSHIP

7.1 The **CONTRACTOR** shall maintain records and the **DISTRICT** shall have inspection and audit rights as follows:

A. Maintenance of Records: The **CONTRACTOR** shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this **CONTRACT** including supporting documentation for any service rates, expenses, research or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from completing performance and receiving final payment under this **CONTRACT**.

B. Examination of Records: The **DISTRICT** or its designated agent shall have the right to examine in accordance with generally accepted governmental auditing standards all

records directly or indirectly related to this **CONTRACT**. Such examination may be made only within five (5) years from the date of final payment under this **CONTRACT** and upon reasonable notice, time and place.

C. Extended Availability of Records for Legal Disputes: In the event that the **DISTRICT** should become involved in a legal dispute with a third party arising from performance under this **CONTRACT**, the **CONTRACTOR** shall extend the period of maintenance for all records relating to the **CONTRACT** until the final disposition of the legal dispute, and all such records shall be made readily available to the **DISTRICT**.

D. Audit Findings: In the event the **DISTRICT** exercises its right hereunder to audit the **CONTRACTOR's** financial and accounting records within a period of one (1) year following the completion or termination date of this **CONTRACT** and such audit results in the proper disallowance of costs based on the auditor's finding(s), the **CONTRACTOR** shall be obligated to refund the **DISTRICT** for such disallowance(s) upon demand. At its option, the **DISTRICT** shall also have the right to reduce payments due to the **CONTRACTOR** under this **CONTRACT** by the amount of any disallowance resulting from audits conducted under this **CONTRACT**.

E. Applicability to Authorized Agents: In the event that any of the Work is delegated by the **CONTRACTOR**, the **CONTRACTOR** hereby agrees to include in any such contract a provision requiring such vendor, consultant, agent and/or subcontractor to agree to the same requirement for records retention, inspection and audit rights as set forth in this Article 7.

7.2 The **DISTRICT** shall retain exclusive title, copyright and other proprietary rights in all work items, including but not limited to, all documents, technical reports, research notes, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the **CONTRACTOR**, its subcontractor(s), assign(s), agent(s) and/or successor(s) as required by the Exhibit "C", Statement of Work and any specified Work Order issued hereunder (the "Work"). In consideration for the **DISTRICT** entering into this **CONTRACT**, and other good and valuable consideration the sufficiency and receipt in full of which is hereby acknowledged by the **CONTRACTOR**, the **CONTRACTOR** hereby assigns, transfers, sells and otherwise grants to the **DISTRICT** any and all rights it now has or may have in the Work (the "Grant"). This Grant shall be self-operative upon execution by the parties hereto, however the **CONTRACTOR** agrees to execute and deliver to the **DISTRICT** any further assignments or other instruments necessary to evidence the Grant, without the payment of any additional consideration by the **DISTRICT**. The **CONTRACTOR** may not disclose, use, license or sell any work developed, created, or otherwise originated hereunder to any third party whatsoever. This paragraph shall survive the termination or expiration of this **CONTRACT**.

7.3 The **CONTRACTOR** and the **DISTRICT** agree that each Work Order shall also identify any proprietary data processing software as defined by Chapter 119, Florida Statutes, which has been lawfully acquired by the **CONTRACTOR** under license from a third party, including the right to sublicense such software, if appropriate, for use by the **DISTRICT** hereunder. If deemed appropriate, applicable sub-licensing terms and conditions shall be negotiated by the parties and incorporated by reference into each applicable Work Order. The **CONTRACTOR** shall grant to the **DISTRICT** a perpetual, non-transferable, non-exclusive right to use the identified software without an additional fee. Both parties acknowledge that title to the software identified above shall remain with the applicable Licensor.

7.4 Any equipment purchased by the **CONTRACTOR** with District funding under this **CONTRACT** shall be returned and title transferred from the **CONTRACTOR** to the **DISTRICT** immediately upon termination or expiration of this **CONTRACT** upon the written request of the **DISTRICT** not less than thirty (30) days prior to **CONTRACT** expiration or termination. Equipment is hereby defined as any non-consumable items purchased by the **DISTRICT** with a value equal to or greater than \$1000.00 and with a normal expected life of one (1) year or more. The **CONTRACTOR** will maintain any such equipment in good working condition while in its possession and will return the equipment to the **DISTRICT** in good condition, less normal wear and tear. The **CONTRACTOR** will use its best efforts to safeguard the equipment throughout the period of performance of this **CONTRACT**. However the **DISTRICT** will not hold the **CONTRACTOR** liable for loss or damage due to causes beyond the **CONTRACTOR**'s reasonable control. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence.

7.5 The **DISTRICT** has acquired the right to use certain software under license from third parties. For purposes of this **CONTRACT**, the **DISTRICT** may permit the **CONTRACTOR** access to certain third party owned software on **DISTRICT** computer systems. The **CONTRACTOR** acknowledges the proprietary nature of such software and agrees not to reproduce, distribute or disclose such software to any third party. Use of or access to such software shall be restricted to designated **DISTRICT** owned systems or equipment. Removal of any copy of licensed software is prohibited.

7.6 Pursuant to Chapter 119, Florida Statutes any plans and specs created or received by the **DISTRICT** pursuant to this **CONTRACT** which include building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary and final formats, which depict the internal layout and structural elements of a building, water treatment facility, or other structure are exempt from the Public Records law and must be maintained in a confidential manner by the **CONTRACTOR**.

The **CONTRACTOR** shall complete, comply with and furnish to the **DISTRICT** a signed copy of a Plan and Specification Request Form, attached hereto as Exhibit "M". In addition, the **CONTRACTOR** acknowledges that it is solely responsible for ensuring its compliance and the compliance of its staff, and subcontractors with the terms of Exhibit "M" and Chapter 119, Florida Statutes. This paragraph shall survive the expiration or termination of this **CONTRACT**. Exhibit "M" will remain on file with the **DISTRICT** during the term of the **CONTRACT** so that the **CONTRACTOR** will not have to fill out a new Exhibit for each Work Order issued to the **CONTRACTOR**.

7.7 During the term of this **CONTRACT**, the **DISTRICT** may provide the **CONTRACTOR** with the temporary use of computer hardware and software specified in Attachment "2" to the Exhibit "C" Statement of Work (hereafter referred to as "Computer Equipment"). **CONTRACTOR** represents that it has read and understands the section of the Contractor Policy Code Acknowledgement (Attachment 1 to the Exhibit "C" Statement of Work) that deals with the use of **DISTRICT** IT resources which shall apply to the use of the Computer Equipment. **CONTRACTOR** further agrees to maintain the Computer Equipment in good working condition while in its possession and will return the Computer Equipment to the **DISTRICT** upon request by the **DISTRICT** or upon termination or expiration of this **CONTRACT** in good working condition, less normal wear and tear. All Computer Equipment is hereby provided to the **CONTRACTOR** "as is", "where is" and "with all faults".

The **CONTRACTOR** shall assume all responsibility for safeguarding the Computer Equipment including loss or damage and its proper use throughout the term of this **CONTRACT**. In the event of loss or damage, the **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. The **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Attachment "2" to Exhibit "C" in the event any of the Computer Equipment is lost, stolen or irreparably damaged. **CONTRACTOR** acknowledges the proprietary nature of all applicable third party software listed in Attachment 2 and agrees not to reproduce, distribute or disclose such software to any third party. Use of all software shall be restricted to the hardware provided by the **DISTRICT**. Removal of any copy of licensed software is prohibited.

7.8 In the event the Work involves a need to loan any equipment (other than Computer Equipment as defined in 7.7 above) to the **CONTRACTOR**, the following provisions shall apply.

A. The **DISTRICT** hereby conveys for the temporary use by the **CONTRACTOR** the equipment as identified in Exhibit "C" Statement of Work (hereinafter referred to as the "Equipment").

B. The **CONTRACTOR** is hereby authorized to use the Equipment identified in Exhibit "C" only for those purposes identified in Exhibit "C".

C. **CONTRACTOR** hereby agrees to maintain the Equipment in good working condition while in its possession and will return the Equipment to the **DISTRICT** in good working condition, less normal wear and tear, at the **CONTRACTOR's** sole expense upon termination, or expiration of this **CONTRACT** or upon completion of the work described in the Exhibit "C" Statement of Work, whichever occurs first. **CONTRACTOR** will adequately safeguard the Equipment throughout the term this **CONTRACT**. In the event of loss or damage, **CONTRACTOR** shall notify the **DISTRICT** in writing within five (5) working days of such occurrence. While in the **CONTRACTOR's** possession, the **CONTRACTOR** shall assume all responsibility for the Equipment including loss or damage and its proper use. **CONTRACTOR** shall be solely responsible for paying all costs associated with operating and maintaining the Equipment, including but not limited to, any applicable taxes or assessments, permits, licenses or insurance. **CONTRACTOR** further agrees that it will acquire license plates and vehicle registration as required by Florida Statutes, if required for the Equipment. **CONTRACTOR** shall provide the **DISTRICT** with one hundred percent (100%) of the current market value as stipulated in Exhibit "C" in the event any of the Equipment is either lost, stolen or irreparably damaged. The **CONTRACTOR** further agrees to repair any damaged Equipment so as to restore the Equipment fully to the current market value at that time as agreed upon by the **CONTRACTOR** and **DISTRICT**. All Equipment provided hereunder is hereby loaned "as is", "where is" and "with all faults".

D. The **DISTRICT** states and **CONTRACTOR** acknowledges that **CONTRACTOR** disclaims any reliance upon any statements or representations made by the **DISTRICT**. **DISTRICT** has not made and specifically disclaims any representation or warranty of any kind, directly or indirectly, express or implied, with respect to the suitability, durability, design, operation or condition of the Equipment or any part thereof, its merchantability, or its fitness for use for the particular purposes and uses of the **CONTRACTOR** or otherwise. **DISTRICT** shall not be liable to the **CONTRACTOR** for any loss, damage, or expense of any kind or nature caused directly or indirectly by the Equipment provided hereunder.

E. In the event of **CONTRACT** termination, the **CONTRACTOR** shall promptly return all Equipment, at the **CONTRACTOR's** expense unless otherwise stated in Exhibit "C", to the **DISTRICT** without further obligation.

F. The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** or the Equipment provided and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance.

ARTICLE 8 - STANDARDS OF COMPLIANCE

8.1 The **CONTRACTOR**, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this **CONTRACT**. The **DISTRICT** undertakes no duty to ensure such compliance, but will attempt to advise the **CONTRACTOR**, upon request, as to any such laws of which it has present knowledge.

8.2 The **CONTRACTOR** hereby assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this **CONTRACT**. The **CONTRACTOR** shall take all measures necessary to effectuate these assurances.

8.3 The parties hereto agree that all actions or proceedings arising in connection with this **CONTRACT** shall be tried and litigated exclusively in the State and Federal courts of competent jurisdiction located in the State of Florida, Palm Beach County. The aforementioned choice of venue is intended by the parties to be mandatory and not permissive in nature, thereby precluding the possibility of litigation between the parties with respect to or arising out of this **CONTRACT** in any jurisdiction other than that specified in the paragraph. The parties agree to waive any objections to venue or jurisdiction in Palm Beach County, Florida, for the purpose of litigating any dispute, controversy, or proceeding arising out of or related to this **CONTRACT**.

8.4 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or contractors who shall perform work which is intended to benefit the **DISTRICT** is a convicted vendor or has been placed on the discriminatory vendor list. If the **CONTRACTOR** or any affiliate of the **CONTRACTOR** has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation or lack of compliance with the mandates of Chapter 287.133 or Chapter 287.134, respectively, Florida Statutes. The **DISTRICT**, in the event of such termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.5 The **CONTRACTOR**, by its execution of this **CONTRACT**, acknowledges and attests that neither it, nor any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the **DISTRICT** is included on the list of Specially Designated Nationals and Blocked Persons (SDN List) which is administered by the U.S. Department of Treasury, Office of Foreign Assets Control. The **CONTRACTOR** further understands and accepts that this **CONTRACT** shall be either void by the **DISTRICT** or subject to immediate termination by the **DISTRICT**, in the event there is any misrepresentation. The **DISTRICT**, in the event of such

termination, shall not incur any liability to the **CONTRACTOR** for any work or materials furnished.

8.6 The **CONTRACTOR** shall not utilize the **DISTRICT's** exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the **DISTRICT**. The **CONTRACTOR** shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this **CONTRACT**. In the event the **CONTRACTOR** is a sole proprietor, the **CONTRACTOR** is responsible for submitting quarterly returns to the Federal Government.

8.7 The **CONTRACTOR** warrants that it has not employed or retained any person, other than a bona fide employee working solely for the **CONTRACTOR**, to solicit or secure this **CONTRACT**. Further the **CONTRACTOR** warrants that it has not paid or agreed to pay any person, other than a bona fide employee working solely for the **CONTRACTOR**, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the awarding or making of this **CONTRACT**. For breach of this provision, the **DISTRICT** may terminate this **CONTRACT** without liability and, at its discretion, deduct or otherwise recover the full amount of such fee, commission, percentage, gift, or other consideration.

8.8 The **CONTRACTOR** shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the **CONTRACTOR** assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the **CONTRACTOR**. The **CONTRACTOR** shall refer any public records requests for project documents covered by this provision to the **DISTRICT** and the **DISTRICT** will handle the request.

8.8.1 Pursuant to Chapters 119, and 1004.22 Florida Statutes, data processing software obtained by an agency under a license agreement which prohibits its disclosure and which software is a trade secret, as defined in Chapter 812.081(c), Florida Statutes is exempt from the disclosure provisions of the Public Records law. However, the parties hereto agree that if a request is made of the **DISTRICT**, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property being licensed to the **CONTRACTOR** (Licensee) hereunder, the **DISTRICT** shall advise the **CONTRACTOR** (Licensee) of such request and, as between the **DISTRICT** and the **CONTRACTOR** (Licensee), it shall be the **CONTRACTOR's** (Licensee's) sole burden and responsibility to immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the Licensor to protect the Licensor's claimed exemption under the Statute.

8.9 The **CONTRACTOR** shall make reasonable efforts to obtain any necessary federal, state, local, and other governmental approvals, as well as all necessary private authorizations and permits, prior to the commencement of

performance of this **CONTRACT**. A delay in obtaining permits shall not give rise to a claim by the **CONTRACTOR** for additional compensation. If the **CONTRACTOR** is unable to obtain all necessary permits in a timely manner, either party may elect to terminate this **CONTRACT**, each party to bear its own costs, notwithstanding other provisions of this **CONTRACT** to the contrary.

8.10 Pursuant to Chapter 216.347, F.S., the **CONTRACTOR** is prohibited from the expenditure of any funds under this **CONTRACT** to lobby the Legislature, the judicial branch or another state agency.

8.11 The **DISTRICT** is a governmental entity responsible for performing a public service and therefore has a legitimate interest in promoting the goals and objectives of the agency. The work under this **CONTRACT** involves a project consistent with these goals and objectives. Consequently, the **DISTRICT** is desirous of satisfactorily completing and successfully promoting this project with the cooperation of its **CONTRACTOR**. Therefore, as the **DISTRICT'S** **CONTRACTOR** for this project, the **CONTRACTOR** assures the **DISTRICT** that the **CONTRACTOR**, its employees, subcontractors and assigns will refrain from acting adverse to the **DISTRICT'S** legitimate interest in promoting the goals and objectives of this project. The **CONTRACTOR** agrees to take all reasonable measures necessary to effectuate these assurances. In the event the **CONTRACTOR** determines it is unable to meet or promote the goals and objectives of the project, it shall have the duty to immediately notify the **DISTRICT**. Upon such notification the **DISTRICT**, in its discretion, may terminate this **CONTRACT**.

8.12 **CONTRACTOR** shall not directly or indirectly, or through any other person, agency, company or organization solicit the project manager or any of the evaluation committee members who selected the **CONTRACTOR**, to undertake employment with it, its parent company, or any subsidiary company or any affiliated company during the performance of this **CONTRACT**. The **DISTRICT** is committed to ensuring that its employees abide by the Florida Code of Ethics and, as such, the **DISTRICT** does not condone offers of employment made by Contractors to **DISTRICT** employees in exchange for the award of **DISTRICT** work. Further, the **DISTRICT** is committed to avoiding even the appearance of impropriety which could arise when an offer of employment is made after the award of **DISTRICT** work.

8.13 **CONTRACTOR** may use the **DISTRICT's** name in marketing materials for the purpose of publicizing contract awards, however, **CONTRACTOR** is prohibited from obtaining affirmations from **DISTRICT** staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the **CONTRACTOR** as well as the products and/or services offered by the **CONTRACTOR**. The **DISTRICT**, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. **CONTRACTOR** is strictly

prohibited from releasing any statements to the media regarding work performed under this **CONTRACT** without the review, and the express prior written approval of the **DISTRICT**. The **DISTRICT**'s approval is at its sole discretion, however, such approval will not be unreasonably withheld.

ARTICLE 9 - RELATIONSHIP BETWEEN THE PARTIES

9.1 **CONTRACTOR** shall be considered an independent consultant and neither party shall be considered an employee or agent of the other party. Nothing in this **CONTRACT** shall be interpreted to establish any relationship other than that of independent consultant between the parties and their respective employees, agents, subcontractors, or assigns during or after the performance on this **CONTRACT**. Both parties are free to enter into contracts with other parties for similar services. In the event the **CONTRACTOR** is providing staff who will be working on-site at **DISTRICT** facilities, **CONTRACTOR** and the **DISTRICT** further agree that the **DISTRICT** shall not pay the **CONTRACTOR** staff any direct remuneration, expense reimbursement or compensation of any kind and **CONTRACTOR**'s staff shall not be eligible for any benefit programs the **DISTRICT** offers to its employees. All benefits available to the **CONTRACTOR**'s staff shall be exclusively provided by the **CONTRACTOR**. The **CONTRACTOR** shall provide all billing, collection, payroll services and tax withholding, among other things, for all **CONTRACTOR** staff performing services under this **CONTRACT**.

9.2 It is the intent and understanding of the Parties that this **CONTRACT** is solely for the benefit of the **CONTRACTOR** and the **DISTRICT**. No person or entity other than the **CONTRACTOR** or the **DISTRICT** shall have any rights or privileges under this **CONTRACT** in any capacity whatsoever, either as third-party beneficiary or otherwise.

9.3 The **CONTRACTOR** shall not assign, delegate, or otherwise transfer its rights and obligations as set forth in this **CONTRACT** without the prior written consent of the **DISTRICT**. Any attempted assignment in violation of this provision shall be null and void.

9.4 The **CONTRACTOR** shall not pledge the **DISTRICT**'s credit or make the **DISTRICT** a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the **DISTRICT**'s credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

9.5 The **DISTRICT** assumes no duty with regard to the supervision of the **CONTRACTOR** and the **CONTRACTOR** shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of **CONTRACT** performance. Further, the **CONTRACTOR** shall be responsible for compliance with all labor and unemployment laws.

9.6 **CONTRACTOR** EXPRESSLY UNDERSTANDS AND AGREES THAT **CONTRACTOR**, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE FROM THE **DISTRICT**. **CONTRACTOR** EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE **DISTRICT**'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD **CONTRACTOR** OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**. IN THE EVENT **CONTRACTOR** IS SELF EMPLOYED, **CONTRACTOR** EXPRESSLY REPRESENTS THAT **CONTRACTOR** IS AN INDEPENDENT **CONTRACTOR** AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT **CONTRACTOR** MAY BE ENTITLED TO RECEIVE SHOULD **CONTRACTOR** BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE **DISTRICT**.

9.7 The **CONTRACTOR** shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to the Department of Homeland Security, U.S. Citizenship and Immigration Services Form I-9. Written verification shall be kept by the **CONTRACTOR** and made available for inspection on demand by the **DISTRICT**.

The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the **CONTRACT**. The **DISTRICT** shall maintain records verifying the rate of pay for each employee working on this **CONTRACT** and make such records available for inspection on demand by the **DISTRICT**.

Failure to fully comply with these provisions shall be a material breach of the **CONTRACT** and cause for termination of the **CONTRACT**.

ARTICLE 10 – SBE UTILIZATION

10.1 SBE Utilization. The **DISTRICT** has implemented a Small Business Enterprise Program as part of the **DISTRICT**'s competitive solicitation and contracting activity in accordance with **DISTRICT** Rule 40E-7, Part VI, F.A.C. ("SBE Rule"). The purpose of the program is to spur economic development and support small businesses, including women-owned and minority-owned businesses, to successfully expand in the marketplace.

As consideration for being awarded this **CONTRACT** **CONTRACTOR** agrees to maintain the level of SBE participation agreed upon and as indicated on the cover/signature page of this **CONTRACT**.

The **CONTRACTOR** shall take all necessary steps to achieve and maintain its SBE utilization commitment. At any time during the term of this **CONTRACT**, the **DISTRICT** may

request information on the SBE status of the **CONTRACTOR** and/or any and all of its subcontractor(s). The **CONTRACTOR** shall notify the **DISTRICT** immediately of any change in the status of the **CONTRACTOR** or any of its subcontractor(s), that could affect the **CONTRACTOR's** SBE status or the **CONTRACTOR's** ability to comply with the SBE requirements of this **CONTRACT** including but not limited to gross revenue and licensing.

10.2 SBE Utilization Plan. The **CONTRACTOR** shall identify all SBE firms which will be utilized as subcontractors. The **CONTRACTOR** should provide proof that each firm to be utilized as an SBE subcontractor is certified with the **DISTRICT**. The **CONTRACTOR**, as the prime and each subcontractor shall be listed in the Utilization Plan and submitted to the **DISTRICT**. The listing of the SBE's in the Utilization Plan shall constitute the **CONTRACTOR's** representation to the **DISTRICT** that the SBE firms are technically and financially qualified and available to perform the assigned work.

The Utilization Plan shall consist of the following **DISTRICT** forms and information as submitted by the **CONTRACTOR** in its bid as part of the *Compliance Disclosure Form*:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form*
3. Proof of **DISTRICT** certification

Items (1) through (3) above are hereinafter collectively referred to as the "SBE Plan".

10.3 Subcontractor Substitution. The **CONTRACTOR** must receive written approval from the **DISTRICT's** Small Business Enterprise Section prior to substituting an SBE subcontractor for any reason, or otherwise modifying the SBE Plan as defined above. The **CONTRACTOR** must submit to the **DISTRICT** an amended version of the following:

1. *SBE Subcontractor Participation Schedule*
2. *Statement of Intent to Perform as a District Certified SBE Contractor form for each substitute firm.*

10.4 Utilization Reporting. In an effort to monitor the achievement of the SBE goal the **CONTRACTOR** agrees to submit, a completed SBE Utilization Report form, attached hereto as Exhibit "E" and made a part of this **CONTRACT**. The timing of these reports must coincide with invoice submission. The **CONTRACTOR** understands that each SBE utilized for the **CONTRACT** must be certified by the **DISTRICT**. The **CONTRACTOR** shall submit a completed Final SBE Utilization Report form, attached hereto as Exhibit "F" and made a part of this **CONTRACT**, at the time a final invoice is submitted. These utilization reports must be submitted to the Contract Specialist at the location indicated on the cover page of the **CONTRACT**.

10.5 Compliance. The **DISTRICT** shall monitor and evaluate compliance with the provisions of the SBE Rule.

During the term of the **CONTRACT**, the **CONTRACTOR** shall comply with the SBE Utilization Plan which can only be amended with the prior written approval from the **DISTRICT's** Small Business Enterprise Section. Compliance shall include tasks and proportionate dollar amounts throughout the term of the **CONTRACT**, including amendments, change orders, and work orders. The **CONTRACTOR** shall maintain the level of SBE utilization as established in the **CONTRACTOR's** SBE Plan. Failure to comply with the SBE requirements of this **CONTRACT** will be considered a material breach of **CONTRACT** and may further result in suspension or debarment pursuant to **DISTRICT** Rule 40E-7, Part II, F.A.C.

To ensure that all SBE requirements under this **CONTRACT** are met, the **CONTRACTOR's** SBE efforts throughout the performance of the **CONTRACT** shall be reviewed by the **DISTRICT**. The **CONTRACTOR** shall advise the **DISTRICT** of any situation in which regularly scheduled payments are not made to any SBE subcontractor(s).

10.6 Prohibition of Not-To-Compete Agreements. The **CONTRACTOR** is prohibited from entering into any agreements with an SBE subcontractor in which the SBE subcontractor has agreed not to provide subcontracting quotations to other respondents or potential respondents.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Notwithstanding any provisions of this **CONTRACT** to the contrary, the parties shall not be held liable for any failure or delay in the performance of this **CONTRACT** that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this **CONTRACT** shall otherwise remain in effect. This provision shall not apply if the "Statement of Work" of this **CONTRACT** specifies that performance by **CONTRACTOR** is specifically required during the occurrence of any of the events herein mentioned.

11.2 Any inconsistency in this **CONTRACT** shall be resolved by giving precedence in the following order:

- (a) Exhibit "A" Special Provisions, if applicable
- (b) Exhibit "B" General Terms and Conditions
- (c) Exhibit "C" Statement of Work
- (d) all other exhibits, attachments and documents specifically incorporated herein by reference

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of this **CONTRACT** by the parties, their successors and assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this **CONTRACT**. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be

limited to provisions of this **CONTRACT** specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this **CONTRACT** be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this **CONTRACT**, to the extent that the **CONTRACT** shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This **CONTRACT** may be amended only with the written approval of the parties hereto.

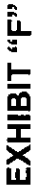
11.6 This **CONTRACT** states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements

previously existing between the parties with respect to the subject matter of this **CONTRACT**. The **CONTRACTOR** recognizes that any representations, statements or negotiations made by **DISTRICT** staff do not suffice to legally bind the **DISTRICT** in a contractual relationship unless they have been reduced to writing and signed by an authorized **DISTRICT** representative. This **CONTRACT** shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ARTICLE 12 – SAFETY REQUIREMENTS

12.1 The **CONTRACTOR** shall comply with all applicable Federal, State and local safety standards and regulations applicable to the work performed pursuant to this **CONTRACT**. The **CONTRACTOR** shall also be responsible for the compliance of its subcontractors with all of the foregoing laws, regulations and standards pertaining to safety.

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SOUTH FLORIDA WATER MANAGEMENT DISTRICT

SBE Final Subcontractor Utilization Report

Project Name		Contract Number (Work Order)					
Application Date	Reporting Period		SBE Goal		Scheduled Completion Date		
Contractor Name			Telephone Number () -)		Fax Number () -)		
Contractor's Street Address			Project Manager		Manager's Telephone Number () -)		
Total Contract Amount			% SBE Part to Date		Total Payment To Prime From Start % Completed		
Federal ID Number	SBE Subcontractor Name	Description of Work	Amount of Project	Payment Amount This Month	Total Paid To Date	Actual Start Date	Scheduled Completion Date
Total Paid to Date for All SBE Subcontractors: \$							
I certify that the above information is true to the best of my knowledge.							
Contractor Name – Authorized Personnel (print)			Title		Date		

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PROCUREMENT DEPARTMENT
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CONSULTING, COMPUTER

920-20

3E CONSULTING INC
621 NW 53RD ST STE 240
BOCA RATON FL 33487
Email : SJETLY@3ECONSULTINGIT.COM
Cert.Valid From Date: 11/29/2006

Phone: 561-798-3204
Fax: 561-798-3255
Vendor:110253 SBE: Y

Cert.Valid To Date: 11/28/2009

A L JACKSON & CO PA
1221 BRICKELL AVE 9TH FL
MIAMI FL 33131
Email : ALJ@ALJACKSONCO.COM
Cert.Valid From Date: 08/29/2006

Phone: 305-623-3032
Fax: 305-624-1055
Vendor:111965 SBE: T

Cert.Valid To Date: 08/28/2009

AAJ COMPUTER SVCS INC
6301 NW 5TH WAY STE 1700
FT LAUDERDALE FL 33309
Email : AMJAD.SHAMIM@AAJTECH.COM
Cert.Valid From Date: 03/03/2007

Phone: 954-689-3984
Fax: 954-689-3985
Vendor:104627 SBE: U

Cert.Valid To Date: 03/02/2010

ACCELERATED CONSULTING GRP INC
150 S PINE ISLAND RD STE 430
PLANTATION FL 33324
Email : JGONZALEZ@ACCELERATED.COM
Cert.Valid From Date: 11/29/2006

Phone: 954-370-0960
Fax: 954-370-9630
Vendor:105679 SBE: Y

Cert.Valid To Date: 11/28/2009

ADVANCED SURVEYING TECH INC
815 EYRIE DR STE 3
OVIEDO FL 32765
Email : HOLLY@ASTI-FL.COM
Cert.Valid From Date: 09/28/2006

Phone: 407-365-1595
Fax: 407-365-2310
Vendor:104766 SBE: V

Cert.Valid To Date: 09/27/2009

ALFA GL INC
7915 NW 20TH ST
PEMBROKE PINES FL 33024
Email : GABRIEL.AGUIRRE@ALFAGL.US
Cert.Valid From Date: 09/15/2006

Phone: 800-203-9423
Fax: 954-961-3707
Vendor:109947 SBE: V

Cert.Valid To Date: 09/14/2009

AMPS INTRNTL LLC
1521 W FAIRWAY RD
PEMBROKE PINES FL 33026
Email : AMPSCOMM@GMAIL.COM
Cert.Valid From Date: 08/26/2006

Phone: 954-442-5200
Fax: 954-442-5200
Vendor:111855 SBE: T

Cert.Valid To Date: 08/25/2009

AMZUR TECHLGYS INC
400 N ASHLEY DR #2600
TAMPA FL 33602
Email : BALA.NEMANI@AMZUR.COM
Cert.Valid From Date: 11/14/2008

Phone: 813-368-3189
Fax: 813-774-7819
Vendor:115820 SBE: U

Cert.Valid To Date: 11/14/2011

APPLIED MAPPING SOLUTIONS
10143 FOAL RD
LAKE WORTH FL 33467
Email :
Cert.Valid From Date: 06/10/2008

Phone: 561-514-8188
Fax: 561-514-8884
Vendor:113425 SBE: Y

Cert.Valid To Date: 06/09/2011

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Page No #. 2

B2B ENTERPRISE APPLICATIONS INC 200 N POINT CENTER ALPHARETTA GA 30022 Email : JMADDOX@B2BEA.COM Cert.Valid From Date: 04/08/2008	Phone: 678-597-3202 Fax: 404-479-2486 Vendor:115094 SBE: Y Cert.Valid To Date: 04/07/2011
BARAN ENGRG CORP 8008 RURAL RETREAT CT ORLANDO FL 32819 Email : BARAN@CFL.RR.COM Cert.Valid From Date: 09/12/2006	Phone: 407-352-2182 Fax: 407-352-8442 Vendor:102047 SBE: X Cert.Valid To Date: 09/11/2009
BEACON SYSTS INC 6810 LYONS TECHNOLOGY CIR STE 175 POMPANO BEACH FL 33073 Email : SHAMEER@BEACONGOV.COM Cert.Valid From Date: 12/07/2006	Phone: 954-426-1171 Fax: 954-426-1181 Vendor:112877 SBE: Y Cert.Valid To Date: 12/06/2009
BUSINESS INFO TECHLGY SOLUTIONS INC 8529 S PARK CIR STE 260 ORLANDO FL 32819 Email : GJUBERT@ABTSOLUTIONS.COM Cert.Valid From Date: 11/22/2006	Phone: 407-367-2114 Fax: 407-363-7471 Vendor:104497 SBE: X Cert.Valid To Date: 11/21/2009
CLOUDYREASON INC 475 NW 7TH ST BOCA RATON FL 33432 Email : MICHELE@CLOUDYREASON.COM Cert.Valid From Date: 12/22/2006	Phone: 561-362-0700 Fax: 561-362-5994 Vendor:107122 SBE: X Cert.Valid To Date: 12/21/2009
COGNIX TECHLGYS LLC 4690 PORTOFINO WAY STE 24-207 WEST PALM BEACH FL 33409 Email : COGNIX.TECHNOLOGIES@GMAIL.COM Cert.Valid From Date: 10/29/2008	Phone: 717-460-3255 Fax: 717-460-3254 Vendor:115592 SBE: Y Cert.Valid To Date: 10/29/2011
COMMAND & CONTROL TECH CORP 1425 CHAFFEE DR STE 1 TITUSVILLE FL 32780 Email : SIMONSPC@CCTCORP.COM Cert.Valid From Date: 11/10/2006	Phone: 321-264-1193 Fax: 321-383-5096 Vendor:107103 SBE: Y Cert.Valid To Date: 11/09/2009
CONNECT CONSULTING INC 14596 ROLLING ROCK PL WELLINGTON FL 33414 Email : GEICHLER@IX.NETCOM.COM Cert.Valid From Date: 11/10/2006	Phone: 561-204-4073 Fax: 561-204-4107 Vendor:102037 SBE: X Cert.Valid To Date: 11/09/2009
CONSTRCTNEER CORP 1121 SW 103RD AVE PEMBROKE PINES FL 33025 Email : CONSTRUCTIONEER@AOL.COM Cert.Valid From Date: 09/19/2006	Phone: 954-438-0800 Fax: 954-438-0799 Vendor:101154 SBE: X Cert.Valid To Date: 09/18/2009
CONSULTIS OF BOCA RATON INC 4401 N FEDERAL HWY STE 100 BOCA RATON FL 33431 Email : INFO@CONSULTIS.COM	Phone: 561-362-9104 Fax: 561-367-9802 Vendor:100492 SBE: X

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Cert.Valid From Date: 01/05/2007	Cert.Valid To Date: 01/04/2010
CORNWALL ANALYTICS LLC 100 E LINTON BLVD STE 134A DELRAY BEACH FL 33483 Email : OCORNWALL@CORNWALANALYTICSLLC.COM Cert.Valid From Date: 11/09/2007	Phone: 561-251-6932 Fax: Vendor:114515 SBE: T Cert.Valid To Date: 11/08/2010
CROSSVALE INC 400 CHISHOLM PL #304 PLANO TX 75075 Email : CBRANKIN@CROSSVALE.COM Cert.Valid From Date: 06/04/2008	Phone: 972-509-7700 Fax: 972-509-7701 Vendor:115265 SBE: Y Cert.Valid To Date: 06/03/2011
CTI CONSULTING INC 600 SW 4TH AVE FT LAUDERDALE FL 33315 Email : DTURK@CTICONCONSULTING.NET Cert.Valid From Date: 12/02/2006	Phone: 954-761-8282 Fax: 954-764-1968 Vendor:110411 SBE: Y Cert.Valid To Date: 12/01/2009
CURTOOM COMPANIES INC 790 E BROWARD BLVD STE 202 FT LAUDERDALE FL 33301 Email : PECURTIS@CURTOOM.COM Cert.Valid From Date: 12/07/2006	Phone: 954-761-3390 Fax: 954-761-3391 Vendor:104322 SBE: T Cert.Valid To Date: 12/06/2009
CYBERBEST TECHLGY INC 604 COURTLAND ST STE 121 ORLANDO FL 32804 Email : PRASAD@CYBERBESTTECH.COM Cert.Valid From Date: 12/02/2006	Phone: 407-644-3520 Fax: 407-644-3525 Vendor:104463 SBE: U Cert.Valid To Date: 12/01/2009
DATA VOICE INC 1900 S HARBOR CITY BLVD ST 124 MELBOURNE FL 32901 Email : DATAVOICE@AOL.COM Cert.Valid From Date: 11/04/2006	Phone: 321-724-1231 Fax: 321-409-5772 Vendor:100669 SBE: T Cert.Valid To Date: 11/03/2009
DATAWISE INC PO BOX 532040 ORLANDO FL 32853-2040 Email : KINSLEY@COMPUTER.ORG Cert.Valid From Date: 12/12/2006	Phone: 407-275-4442 Fax: 407-275-4442 Vendor:100827 SBE: X Cert.Valid To Date: 12/11/2009
DCI ACQUISITION CORP 266B NOOSENECK HILL RD EXETER RI 02822 Email : LCOLLIER@CAPSTONEVISUAL.COM Cert.Valid From Date: 07/18/2007	Phone: 401-392-1023 Fax: 401-397-9193 Vendor:113845 SBE: Y Cert.Valid To Date: 07/17/2010
EAGLE BUSINESS SOLUTIONS PO BOX 15158 CLEARWATER FL 33766 Email : CEGERTER@EBSFL.COM Cert.Valid From Date: 10/17/2006	Phone: 727-535-3592 Fax: 727-535-3681 Vendor:108921 SBE: Y Cert.Valid To Date: 10/16/2009

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EB TECH CONSULTING INC 14237 SW 62ND ST MIAMI FL 33183 Email : ELIO.BUSTOS@EBTECHCONSULTING.COM Cert.Valid From Date: 06/26/2008	Phone: 786-277-5939 Fax: 305-591-4084 Vendor:115339 SBE: Y Cert.Valid To Date: 06/25/2011
EMBEDDED & MOBILE SYSTS INC 1400 NW 9TH AVE STE 19 BOCA RATON FL 33486-1326 Email : WBLAKE@EMSYS.NET Cert.Valid From Date: 10/26/2006	Phone: 561-703-3677 Fax: 561-362-0053 Vendor:104435 SBE: T Cert.Valid To Date: 10/25/2009
ENTERSOURCE INC 1765 MIRACLE MILE DR E PRT ORCHARD WA 98366 Email : DAVEP@ENTERSOURCE.COM Cert.Valid From Date: 12/12/2006	Phone: 360-769-8783 Fax: 360-769-8784 Vendor:106939 SBE: Y Cert.Valid To Date: 12/11/2009
EPIC ENGRG & CONSULTING GRP LLC 898 KINGSBRIDGE DR OVIEDO FL 32765 Email : PRASAD@EPICGROUPLLC.COM Cert.Valid From Date: 08/01/2008	Phone: 407-415-6522 Fax: 407-365-1308 Vendor:115488 SBE: X Cert.Valid To Date: 07/31/2011
EVANS TECHLGY INC 1335 NORTHMEADOW PKWY STE 110 ROSWELL GA 30076 Email : DEVAN@EVANSTECH.COM Cert.Valid From Date: 11/22/2006	Phone: 770-751-9950 Fax: 770-751-9619 Vendor:100771 SBE: W Cert.Valid To Date: 11/21/2009
EVENTUS GRP TECHLGY CONSULTING 15280 NW 79th CT STE100 MIAMI LAKES FL 33016 Email : CJMENEZ@EVENTUSROUP.COM Cert.Valid From Date: 12/14/2006	Phone: 305-557-4443 Fax: 305-362-1915 Vendor:113017 SBE: V Cert.Valid To Date: 12/13/2009
EXPEDIENT STAFFING SOLUTIONS 1515 N FEDERAL HWY STE 300 BOCA RATON FL 33432 Email : JMICHAELS@EXPEDIENTSTAFFING.COM Cert.Valid From Date: 05/17/2007	Phone: 561-639-4760 Fax: 561-208-8453 Vendor:107400 SBE: Y Cert.Valid To Date: 05/16/2010
FAIRCLOTH INFORMATION TECH SYSTS 6011 NATIVE WOODS DR TAMPA FL 33625 Email : AFAIRCLOTH@FAIRCLOTHTECH.COM Cert.Valid From Date: 12/02/2006	Phone: 813-341-3030 Fax: 813-341-3031 Vendor:112954 SBE: Y Cert.Valid To Date: 12/01/2009
FORTE INTERACTIVE INC 215 S OLIVE AVE STE 200 WEST PALM BEACH FL 33401 Email : ANDERSON@FORTEINTERATIVE.COM Cert.Valid From Date: 11/22/2006	Phone: 561-833-4040 Fax: 561-833-4141 Vendor:104417 SBE: Y Cert.Valid To Date: 11/21/2009
GDKN CORP 1779 N UNIVERSITY DR STE 102 PEMBROKE PINES FL 33024 Email : JNARANG@GDKN.COM	Phone: 954-915-6695 Fax: 954-915-6811 Vendor:113102 SBE: U

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Cert.Valid From Date: 12/14/2006

GDR ENGRG INC
4100 N HWY AIA UNIT 413
PRT ST LUCIE FL 34949-8333
Email : GDRINC1@AOL.COM

Cert.Valid From Date: 11/10/2006

GEOANALYTICS INC
10 W MIFFLIN ST STE 400
MADISON WI 53703
Email : DPROHASKA@GEOANALYTICS.COM
Cert.Valid From Date: 11/22/2006

HANDSOME DOG INC
80 SW 8TH ST STE 2000
MIAMI FL 33130
Email : LINDA@HANDSOMEDOG.COM
Cert.Valid From Date: 11/14/2006

HECKROTTE ASSOCS INC
158 ISLE VERDE WAY
PALM BEACH GARDENS FL 33418
Email : WAYNELH@ADELPHIA.NET
Cert.Valid From Date: 11/29/2006

IMAGER SOFTWARE INC
2932 WELLINGTON CIR
TALLAHASSEE FL 32309-6891
Email : EDWIN@GOISC.COM
Cert.Valid From Date: 08/26/2006

INTEGRATED TELECOMMUNICATION SYSTS
1971 W LUMSDEN RD STE 328
BRANDON FL 33511
Email : DWHITE@ITSINFO.COM
Cert.Valid From Date: 12/02/2006

ISOCORP INC
2010-2 RAYMOND DIEHL RD
TALLAHASSEE FL 32308
Email :
Cert.Valid From Date: 09/14/2006

IT SOFTWARE SOLUTIONS INC
2564 SW 157TH AVE STE 100
MIRAMAR FL 33027
Email :
Cert.Valid From Date: 08/01/2007

J&M ENGRG PC
52 S TER PL
VALLEY STREAM NY 11580
Email : INFO@MJNET.US
Cert.Valid From Date: 09/13/2006

Cert.Valid To Date: 12/13/2009

Phone: 772-215-6421
Fax:
Vendor:104439 SBE: U

Cert.Valid To Date: 11/09/2009

Phone: 608-241-7100
Fax: 608-241-7116
Vendor:103792 SBE: Y

Cert.Valid To Date: 11/21/2009

Phone: 772-546-9228
Fax: 772-546-2182
Vendor:106983 SBE: X

Cert.Valid To Date: 11/13/2009

Phone: 561-799-0937
Fax:
Vendor:110961 SBE: Y

Cert.Valid To Date: 11/28/2009

Phone: 850-893-6741
Fax: 850-893-1270
Vendor:103805 SBE: Y

Cert.Valid To Date: 08/25/2009

Phone: 813-684-7360
Fax: 813-283-0011
Vendor:103902 SBE: Y

Cert.Valid To Date: 12/01/2009

Phone: 850-222-8060
Fax: 850-222-8092
Vendor:109137 SBE: Y

Cert.Valid To Date: 09/13/2009

Phone: 954-239-3435
Fax: 954-212-2818
Vendor:114277 SBE: Y

Cert.Valid To Date: 07/31/2010

Phone: 516-837-3636
Fax: 718-228-8411
Vendor:110987 SBE: U

Cert.Valid To Date: 09/12/2009

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
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JM JADU CORP 7726 HUFFY CIR LAKE WORTH FL 33467 Email : CONSULTANTS@JMJADU.COM Cert.Valid From Date: 03/27/2007	Phone: 561-337-4788 Fax: 561-689-5307 Vendor:104981 SBE: U Cert.Valid To Date: 03/26/2010
KAREN VOLARICH 117 S SEACREST BLVD BOYNTON BEACH FL 33435 Email : KVOLARI@EARTHLINK.NET Cert.Valid From Date: 11/29/2006	Phone: 561-733-0190 Fax: 561-733-0190 Vendor:110292 SBE: X Cert.Valid To Date: 11/28/2009
KYRA INFOTECH INC 120 E PINE ST STE 1 LAKELAND FL 33801 Email : Cert.Valid From Date: 09/28/2006	Phone: 863-603-2741 Fax: 863-686-4892 Vendor:104456 SBE: U Cert.Valid To Date: 09/27/2009
LABORATORY AUTOMATION SOLUTIONS INC 613 RUSTIC TRL BEAVERCREEK OH 45434 Email : LABAUTOMATION@EARTHLINK.NET Cert.Valid From Date: 12/12/2006	Phone: 937-902-8548 Fax: 937-427-1108 Vendor:108720 SBE: X Cert.Valid To Date: 12/11/2009
LIVEIT LAB LLC 315 S DIXIE HWY WEST PALM BEACH FL 33401 Email : DMAXWELL@LIVEITACADEMY.COM Cert.Valid From Date: 12/05/2007	Phone: 561-832-4268 Fax: Vendor:114689 SBE: T Cert.Valid To Date: 12/04/2010
MAPPING SUSTAINABILITY LLC 4324 BLOWING POINTE PL JUPITER FL 33458 Email : DENISE@MAPPINGSUSTAINABILITY.COM Cert.Valid From Date: 12/07/2006	Phone: 561-776-5663 Fax: 561-776-5663 Vendor:110979 SBE: X Cert.Valid To Date: 12/06/2009
MARCO WATER ENGRG 1120 GRAND DUKE WAY ROYAL PALM BEACH FL 33411-3113 Email : marco@marcowater.com Cert.Valid From Date: 10/26/2006	Phone: 561-389-2714 Fax: 561-790-6650 Vendor:105105 SBE: V Cert.Valid To Date: 10/25/2009
MATRIX INFORMATION SYSTS PO BOX 540038 MERRITT ISLAND FL 32954 Email : RJHIGHSTONE@MAIL.MATRIXIS.COM Cert.Valid From Date: 10/07/2006	Phone: 321-454-7316 Fax: 321-454-7648 Vendor:102694 SBE: X Cert.Valid To Date: 10/06/2009
MERIDIAN PARTNERS LLC 1111 LINCOLN RD STE 400 MIAMI BEACH FL 33139 Email : WMARTINEZ@MERIDIANPARTNERS.US Cert.Valid From Date: 09/13/2006	Phone: 305-444-1811 Fax: 305-437-8054 Vendor:111822 SBE: V Cert.Valid To Date: 09/12/2009
MICHAEL GRAY & ASSOCS INC 3000 GOLF TO BAY BLVD STE 503 CLEARWATER FL 33759 Email : PEGGYK@MGATECHNOLOGIES.COM	Phone: 727-791-7890 Fax: 727-724-8039 Vendor:113002 SBE: Y

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PROCUREMENT DEPARTMENT
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Cert.Valid From Date: 12/15/2006	Cert.Valid To Date: 12/14/2009
MOBILE ELECTRON LLC PO BOX 21312 TAMPA FL 33622-1312 Email : JOE.VILLA@MOBILEELECTRON.COM Cert.Valid From Date: 12/08/2006	Phone: 813-649-8221 Fax: Vendor:108242 SBE: V Cert.Valid To Date: 12/07/2009
NATURAL SYSTS ANALYSTS INC PO BOX 1598 WINTER PARK FL 32790-1598 Email : PETERGOTTFRIED@GIS1.COM Cert.Valid From Date: 02/07/2007	Phone: 407-718-3880 Fax: Vendor:100253 SBE: V Cert.Valid To Date: 02/06/2010
NAZTEC INTRNTL GRP LLC 8983 Okeechobee blvd STE 202-125 WEST PALM BEACH FL 33411 Email : SAL@NAZTECGROUP.COM Cert.Valid From Date: 11/14/2006	Phone: 561-802-4110 Fax: 561-687-5246 Vendor:110867 SBE: Y Cert.Valid To Date: 11/13/2009
NORTHSTAR GEOMATICS INC PO BOX 2371 STUART FL 34995 Email : GREGF@NSGEO.COM Cert.Valid From Date: 06/08/2007	Phone: 772-781-6400 Fax: 772-781-6462 Vendor:108904 SBE: Y Cert.Valid To Date: 06/07/2010
NU INFO SYSTS INC 8461 LAKE WORTH RD STE 114 WELLINGTON FL 33467 Email : Cert.Valid From Date: 11/09/2006	Phone: 561-693-4500 Fax: 561-828-6383 Vendor:105133 SBE: U Cert.Valid To Date: 11/08/2009
PARADIGMA INC 11162 NW 68TH PL PARKLAND FL 33076 Email : WILLIAM_WILLIFORD@HOTMAIL.COM Cert.Valid From Date: 11/29/2006	Phone: 954-295-2685 Fax: 954-255-2192 Vendor:112850 SBE: Y Cert.Valid To Date: 11/28/2009
PARMAC INC 100 ALMERIA AVE STE 204 CORAL GABLES FL 33134 Email : LMACHADO@PARMAC.COM Cert.Valid From Date: 09/20/2007	Phone: 305-461-0797 Fax: 305-461-5315 Vendor:103842 SBE: V Cert.Valid To Date: 09/19/2010
PHOENIX CONSULTING INC 1201 HAYS ST STE 100 TALLAHASSEE FL 32301 Email : TEDWARDS@PHOENIXCONSULT.COM Cert.Valid From Date: 12/02/2006	Phone: 850-222-4704 Fax: 850-222-6973 Vendor:104080 SBE: X Cert.Valid To Date: 12/01/2009
PKING CONSULTING INC 7520 NW 5TH ST STE 103 PLANTATION FL 33317 Email : PKING@PKINGCONSULTING.COM Cert.Valid From Date: 09/14/2006	Phone: 954-797-2567 Fax: 954-797-2568 Vendor:104251 SBE: T Cert.Valid To Date: 09/13/2009

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PLATO CONSULTING INC 4899 PGA BLVD PALM BEACH GARDENS FL 33418 Email : TREVOR@PLATO-CONSULTING.COM Cert.Valid From Date: 11/10/2006	Phone: 561-670-8984 Fax: 561-828-2462 Vendor:103624 SBE: T Cert.Valid To Date: 11/09/2009
POWERSVISION CORP 220 CONGRESS PARK DR STE 130 DELRAY BEACH FL 33445-4605 Email : MBORLE@POWERSVISION.COM Cert.Valid From Date: 09/13/2006	Phone: 561-279-2890 Fax: Vendor:102594 SBE: U Cert.Valid To Date: 09/12/2009
PROMETHEUS GRP INC 920 MAIN CAMPUS DR STE 101 RALEIGH NC 27606 Email : RHANCOCK@PROMETHEUSGROUP.US Cert.Valid From Date: 12/02/2008	Phone: 919-341-3790 Fax: 210-568-2859 Vendor:115854 SBE: Y Cert.Valid To Date: 12/02/2011
QYOS INC 380 S SR 434 STE 1004-286 ALTAMONTE SPRINGS FL 32714 Email : SAMUEL.LUZZI@QYOS.COM Cert.Valid From Date: 11/04/2006	Phone: 407-839-3242 Fax: 407-839-3239 Vendor:112794 SBE: Y Cert.Valid To Date: 11/03/2009
RADISE INTRNTL LC 4152 W BLUE HERON BLVD STE 116 RIVIERA BEACH FL 33404 Email : KUMAR@RADISE.NET Cert.Valid From Date: 12/02/2006	Phone: 561-841-0103 Fax: 561-841-0104 Vendor:103368 SBE: U Cert.Valid To Date: 12/01/2009
ROD & STAFF INC PO BOX 222611 WEST PALM BEACH FL 33322 Email : RODABDSTAFF@BELLSOUTH.NET Cert.Valid From Date: 12/02/2006	Phone: 561-313-0795 Fax: 561-655-3202 Vendor:112929 SBE: T Cert.Valid To Date: 12/01/2009
ROH INC 641 LYNNHAVEN PKWY STE 201 VIRGINIA BEACH VA 23452 Email : SSIMMONDS@ROH-INC.COM Cert.Valid From Date: 09/07/2006	Phone: 757-463-0073 Fax: 757-463-0006 Vendor:105199 SBE: Y Cert.Valid To Date: 09/06/2009
ROI CONSULTING GRP INC 405 N REO ST STE 162 TAMPA FL 33609 Email : CTURPLE1@ROICONSLUTINGINC.COM Cert.Valid From Date: 01/24/2007	Phone: 813-579-1533 Fax: Vendor:105667 SBE: T Cert.Valid To Date: 01/23/2010
RRYSON CORP 12905 ROSE GROVE DR OAK HILL VA 20171 Email : JIE888WEI@YAHOO.COM Cert.Valid From Date: 08/30/2007	Phone: 703-860-3858 Fax: 703-860-3858 Vendor:113544 SBE: U Cert.Valid To Date: 08/29/2010
SANOVA GRP INC 366 W 11TH ST HIALEAH FL 33010 Email : ANOA@SANOVAGROUP.COM	Phone: 305-562-0852 Fax: 305-675-0584 Vendor:113572 SBE: V

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Cert.Valid From Date: 03/07/2007	Cert.Valid To Date: 03/06/2010
SDI ENVIRON SVCS INC 3903 PREMIER NORTH DR TAMPA FL 33618 Email : PHIL.DAVIS@ISGW.COM Cert.Valid From Date: 12/19/2006	Phone: 813-961-1935 Fax: 813-963-0853 Vendor:101430 SBE: Y Cert.Valid To Date: 12/18/2009
STAFFING PROVIDERS INC 20533 BISCAYNE BLVD STE 325 AVENTURA FL 33180 Email : TAMRA@STAFFINGPROVIDERS.COM Cert.Valid From Date: 08/26/2006	Phone: 954-454-8040 Fax: 877-215-7968 Vendor:103556 SBE: X Cert.Valid To Date: 08/25/2009
SUNPLUS DATA GRP INC 3781 PRESIDENTIAL PKWY STE 132 ATLANTA GA 30340 Email : SUNNYD@SUNPLUSDATA.COM Cert.Valid From Date: 11/29/2006	Phone: 770-455-3264 Fax: 770-455-3265 Vendor:105075 SBE: U Cert.Valid To Date: 11/28/2009
TCBA WATSON RICE LLP 101 NE THIRD AVE STE 1500 FT LAUDERDALE FL 33301 Email : RTHOMPKINS@TCBAWATSONRICE.COM Cert.Valid From Date: 03/30/2009	Phone: 954-332-3780 Fax: 954-332-3782 Vendor:116321 SBE: T Cert.Valid To Date: 03/30/2012
TECH SEARCH AMER INC 1675 PALM BEACH LAKES BLVD STE 111 WEST PALM BEACH FL 33401 Email : JPETERSON@TS-AMERICA.COM Cert.Valid From Date: 12/07/2006	Phone: 561-296-4872 Fax: 561-296-4873 Vendor:105535 SBE: X Cert.Valid To Date: 12/06/2009
TEKINTELLIGENCE INC 11230 MISTY RIDGE WAY BOYNTON BEACH FL 33473 Email : GOKUL@TEKINTELLIGENCE.COM Cert.Valid From Date: 10/08/2008	Phone: 561-573-4824 Fax: 561-573-4820 Vendor:115510 SBE: U Cert.Valid To Date: 10/08/2011
THM CONSULTANTS INC 320 ISLAND WAY STE 306 CLEARWATER FL 33767 Email : SNADGONDE@THM-NY.COM Cert.Valid From Date: 10/29/2008	Phone: 561-281-0846 Fax: 678-261-6059 Vendor:115689 SBE: Y Cert.Valid To Date: 10/29/2011
TOMASELLO CONSULTING ENGINEERS INC 5906 CENTER ST JUPITER FL 33458 Email : Cert.Valid From Date: 10/16/2007	Phone: 561-575-3910 Fax: 561-744-1865 Vendor:100639 SBE: Y Cert.Valid To Date: 10/15/2010
TUGGLE GRP 2721 SW 19TH ST FT LAUDERDALE FL 33312 Email : MICHELLETUGGLE@BELLSOUTH.NET Cert.Valid From Date: 01/31/2007	Phone: 954-584-4488 Fax: 954-581-2147 Vendor:110057 SBE: X Cert.Valid To Date: 01/30/2010

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VISUAL SOLUTIONS INC
9550 REGENCY SQUARE BLVD STE 803
JACKSONVILLE FL 32225
Email : JIMJ@VSI-IT.COM
Cert.Valid From Date: 12/15/2006

Phone: 904-732-2343
Fax: 904-732-2345
Vendor:112853 SBE: Y

Cert.Valid To Date: 12/14/2009

VITAVER & ASSOCS INC
2385 EXECUTIVE CENTER DR STE 100
BOCA RATON FL 33431
Email : PABLO@VITAVER.COM
Cert.Valid From Date: 11/22/2006

Phone: 954-382-0075
Fax: 866-251-8396
Vendor:103619 SBE: V

Cert.Valid To Date: 11/21/2009

W3APPS INC
310 LAKE CREST CT
WESTON FL 33326
Email : TKALE@W3APPS.COM
Cert.Valid From Date: 05/24/2007

Phone: 954-650-8483
Fax: 954-389-4379
Vendor:113919 SBE: U

Cert.Valid To Date: 05/23/2010

WHITE NOYES TECHLGYS
9163 WOOD TER DR
TAMPA FL 33637
Email : RMNOYES@WHITENOYES.COM
Cert.Valid From Date: 05/16/2008

Phone: 813-389-9868
Fax:
Vendor:115070 SBE: X

Cert.Valid To Date: 05/15/2011

ZENITH INFOWAY INC
78 HEATHERWOOD DR
N BRUNSWICK NJ 08902
Email : SIRISHA@ZENITHINFOWAY.COM
Cert.Valid From Date: 12/01/2006

Phone: 732-790-0877
Fax: 732-226-2855
Vendor:109091 SBE: U

Cert.Valid To Date: 11/30/2009

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
PROCUREMENT DEPARTMENT
Detail Vendor list

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Classification Description

A	Dist Certified_Asian
B	Dist Certified_Afric
C	Small Business-Distr
D	Non-Minority
F	Dist Certified_Woman
G	Small Business - Sta
H	Dist Certified_Hispa
I	Dist Non-Certified_A
J	Dist Non-Certified_H
K	Dist Non-Certified_A
L	Dist Non-Certified_N
M	Dist Non-Certified_W
N	Dist Certified_Nativ
O	Small Business - Fed
P	> 51% Minority Board
Q	> 51% Minority Offic
R	> 51% Minority Commu
S	Other Non-Profit
T	SBE_African
U	SBE_Asian
V	SBE_Hispanic
W	SBE_Native
X	SBE_Woman
Y	SBE_Non-Minority

Selected Classification Description

T	SBE_African
U	SBE_Asian
V	SBE_Hispanic
W	SBE_Native
X	SBE_Woman
Y	SBE_Non-Minority