

AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2015, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

GENESIS CONSULTING PARTNERS, LLC

(hereinafter referred to as "VENDOR"),
whose principal place of business is
5207 Hickory Park Drive, Suite E
Glen Valley, Virginia 23059

WHEREAS, SBBC desires to obtain information technology professional consulting services from VENDOR; and

WHEREAS, SBBC desires to utilize an existing contract between the GSA Federal Acquisition Service, dated March 22, 2013 and awarded pursuant to Contract #GS-35F-280AA, Information Technology Professional Services as permitted by Rule 6A.1.012(6), Florida Administrative Code and Board Policy 3320, Part II, Rule M.

WHEREAS, VENDOR and SBBC desire to enter into this Agreement for the use of information technology professional consulting services by and between GSA Federal Acquisition Service and VENDOR (**Attachment B**).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall commence on **upon execution of both parties and conclude on March 17, 2016**. The term of the contract may, by mutual agreement between SBBC and VENDOR be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. SBBC's Procurement & Warehousing Services Department, will, if considering renewing, request a letter consenting to renewal from VENDOR, prior to the end of the term. Any renewal period shall be approved by an Amendment to this Agreement executed by both parties.

ARTICLE 2 – SPECIAL CONDITIONS

2.02 **Statement of Work and Cost of Services.** VENDOR will provide SBBC with services as proposed with the terms and conditions as stated in the Statement of Work in **Attachment A**. SBBC shall pay VENDOR for services rendered under this Agreement in accordance with **Attachment A** and the terms, conditions and specifications of Contract # GS-35F-280AA by and between GSA Federal Acquisition Service and VENDOR (**Attachment B**).

2.03 **Order of Precedence Among Agreement Documents.** All the terms and conditions as set forth in this contract for Information Technology Professional Services by and between the GSA Federal Acquisition Service and VENDOR and Contract # GS-35F-280AA are collectively binding among the parties. In the event of a conflict between the provisions of this Agreement and any of the provisions contained in the attachments, the provisions of the following documents shall take precedence in this order:

First:	This Agreement; then
Second:	Proposal and Statement of Work (Attachment A), then
Third:	GSA Federal Acquisition Service Contract # GS-35F-280AA (Attachment B) and VENDOR

2.04 **Inspection of VENDOR's Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR's Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC's agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR's payees pursuant to this Agreement. VENDOR's Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) **VENDOR's Records Defined.** For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) **Duration of Right to Inspect.** For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

ARTICLE 2 – SPECIAL CONDITIONS

(c) Notice of Inspection. SBBC’s agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC’s agent or its authorized representative shall have access to VENDOR’s facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR’s claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC’s audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor’s Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as “Payees”) providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee’s costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.05 Notice. When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC:	Superintendent of Schools The School Board of Broward County, Florida 600 Southeast Third Avenue Fort Lauderdale, Florida 33301
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ARTICLE 2 – SPECIAL CONDITIONS

With a Copy to: Director, Procurement & Warehousing Services Department
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

To VENDOR: Genesis Consulting Partners, LLC
One Financial Plaza
100 S.E. 3rd Avenue, Suite 808
Fort Lauderdale, Florida 33394
Attn: Cameron Chaplin

2.06 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds, will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR's failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.07 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify, hold harmless and defend SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising or alleged to have arisen out of the products, goods or services furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party's officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every

ARTICLE 3 – GENERAL CONDITIONS

such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for

ARTICLE 3 – GENERAL CONDITIONS

any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Attachments A and B are attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

ARTICLE 3 – GENERAL CONDITIONS

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

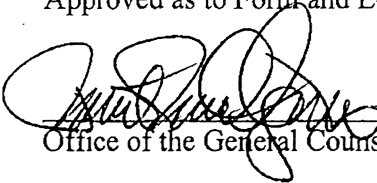
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 02/03/15
Office of the General Counsel

FOR VENDOR

(Corporate Seal)

GENESIS CONSULTING PARTNERS, LLC

ATTEST:

By *[Signature]*

NICHOLAS G. COTICCHIA, COO

_____, Secretary

-or-
[Signature]
Witness CAMERON B. CHAPLIN

[Signature]
Witness ERIC P. TALIN

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF Florida

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 2nd day of February, 2015 by NICHOLAS G. COTICCHIA of Genesis Consulting Name of Person
Name of Corporation or Agency

He/She is personally known to me or produced N/A as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

[Signature]
Signature - Notary Public

Elizabeth Doris McGuire
Printed Name of Notary

EE 096267
Notary's Commission No.



Attachment A
STATEMENT OF WORK FOR CONSULTING SERVICES
Number – 2015-03-02

Statement of Work
For Consulting Services Agreement
between
Genesis Consulting (“Company”)
and
Broward County Public Schools (“Client”)
Dated: February 3, 2015

SOW Effective Date: TBD

For additional information contact:

Jason Fair, CEO
Genesis Consulting, LLC
One Financial Plaza
100 S.E. Third Avenue, Suite 808
Fort Lauderdale, FL 33394
T: 804.347.9760
F: 804.955.4444
jason.fair@genesisconsulting.com

Nick Coticchia
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Fort Lauderdale, FL 33394
T: 240.277.7075
F: 804.955.4444
nick.coticchia@genesisconsulting.com

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1. Term

The term of this Statement of Work commences on the Effective Date with respect to the particular subject matter and continues for 14 weeks or on the date this Statement of Work is terminated.

2. Description of Work

Procurement Services is requesting SAP support in enhancing the Contract Management module to effectively manage contracts. Currently Procurement is experiencing issues with contract overspends and manually tracking expiring contracts. In addition, Procurement Services is requesting SAP support in enhancing the Vendor classification functionality. Procurement needs to be able to identify in the SAP vendor file what material group or commodity the vendor handles. Currently when creating a vendor, users don't know materials or services the vendor offers (e.g. office supplies or computer software?).

Genesis Consulting is contracted to deliver information technology and support services to Broward County Public Schools (BCPS), located at 7720 W Oakland Park Blvd, Sunrise, FL 33351. Specifically, Genesis is responsible for delivering SAP Project Management, application configuration, reporting and training consulting for BCPS's Procurement and IT Departments focusing on the best use of existing SAP modules to improve and optimize purchasing, contract management and managed spend under contract.

Based on our current understanding, BCPS is currently using SAP MM Agreements and SAP Funds Management (with mixed results) for managing multiple contracts and agreements across district departments, facilities and warehouses. Genesis Consulting plans to review and recommend SAP configuration and/or development improvements for consistently managing BCPS's contracts to control spend authorization controls, increase visibility into spending and improve contract management/sourcing business processes.

Supplier classification is used to identify suppliers that are strategically important and critical to a BCPS business, thus enabling an appropriate allocation of resources to develop and manage business relationships while increasing visibility to established vendors with small business and/or minority status.

With vendor classification, BCPS buyers and users can use purchasing categories (e.g. commodity codes) to classify purchases made in BCPS. Purchasing categories can then be created for a wide range of goods from office furniture to hardware. Purchasing categories are an important structuring element in SAP because they're used for sourcing, reporting, and suppliers.

BCPS procurement buyers can be responsible for one or more purchasing categories and gather information about the products that are assigned to the Vendor purchasing categories to optimize the purchasing process and to reduce costs.

BCPS seeks to engage Genesis in a multi-phase project which includes an assessment of in-house use of SAP MM and FM to manage contracts and recommend configuration and system updates that apply SAP recommended best practices for managing contracts through MM-PUR agreements and integrating the use of funds management, availability control, budget execution and notifications to control spending within Board Approved contract spending limits.

Utilizing its experience in SAP application optimization and delivery methods in a variety of public sector environments, Genesis Consulting will provide SAP solution and process improvement assessments and recommendations as well as perform the necessary SAP configuration and development while working with BCPS personnel to promote training/knowledge transfer. The anticipated business value of the project will focus on helping BCPS improve system controls and processes to control contract costs and spending. Examples of Key Performance Metrics and Industry Benchmarks are provided for illustrative purposes:

KPI	Industry Benchmark	Improvement Potential	Description
Increase Spend under Management	62%	Increase to 80%	Automate contract processes to drive on-contract spending and 5-20% reduction in cost of goods and services
Drive Procurement Contract Compliance	51%	Increase to 86%	Increase percentage of spending with preferred suppliers, and reduce maverick spending
Increase Spend Captured in Spend Analysis Efforts	70%	Increase to 96%	Gain visibility into spending with spend analytics tools, and discover new opportunities for sourcing activities and savings
Improve Addressable Spend that is Sourced	53%	Increase to 77%	Reduce the cycle time required for strategic sourcing activities to enable more total throughput
Increase Percentage of Purchase Orders Compliant with Existing Contracts	51%	Increase to 86%	Drive spending toward existing suppliers and contracts, reducing maverick spending

3. Scope

The Project will address master data, system modifications (configuration) and potential customizations such as user exits, BAPI's, BADI's for implementing improvements for purchasing and contract management within ECC MM-PUR, FM and AP, as well as Workflow for notifications, and maintaining material commodities and classifying vendors. The Project will also include testing and conversion tasks necessary for impacted components – MM, FM, and AP, especially for analyzing existing vendors, contracts, classification codes and open POs that may not be updated in SAP currently. The approach requires collaboration of Genesis consultants and BCPS staff who are accomplished in their respective SAP components. This blend of resources is critical to the success of the Project. This SOW outlines the scope of services the BCPS requires of Genesis and also the role of BCPS staff.

3.1 Scope A – SAP Contracts Enhancements

The specific scope for the SAP Contracts Enhancements includes:

- Review and assess the contract management module
- Assess how Contracts/Agreements are set up in the system
- Assess how Catalog contracts can be set up in the system
- Provide recommendation of process improvements
- Configure or enhance system as required
- Train staff to prepare contracts and agreements
- Provide one-on-one training to staff as needed
- Provide detailed, step-by-step documentation of all configuration, enhancements and modifications.

Materials Management:

- Material and Vendor Master Data
- Purchase Requisitions
- Contracts and Agreements
- Purchase Orders
- Three-way match
- Material Info Records

Financials:

- Funds Management integration
- Account assignments
- Invoice Verification
- Availability controls
- Three-way match

Workflows and Notifications – 2 objects

- Aggregate amount not to exceed for PRs/POs
- Expiration of Contracts

Reporting – 2 objects

- Standard ECC reports
- 2 ALV grid reports

Integration of Web-Based Catalogs in Purchasing via OCI interface

- 1 object using the transaction Send Purchasing Data to Catalog (transaction code MECCM)

Narrative Description of the Process

For the purposes of this narrative, the procurement process begins with a request for authorization to procure goods or services being placed on the Board's agenda for approval. Once approved, the amount contained in this request becomes the Spend Authorization. From here, one or more Contracts are issued which, in aggregate, cannot exceed the amount of the Spend Authorization. For each Contract, one or more Agreements are issued which, in aggregate, cannot exceed the amount in the Contract. From these Agreements, Purchase Requisitions are submitted to the Purchasing Agents, who then convert them into Purchase Orders. These Purchase Requisitions and Purchase Orders, in aggregate, cannot exceed the amount of the related Agreement.

Department and School budgets are consumed with the issuance of Purchase Requisitions (pre-commitments) and Purchase Orders (commitments). Amounts for Spend Authorizations, Contracts and Agreements do not consume budget but would be statistical in nature.

3.2 Scope B – SAP Vendor Classification

The specific scope for the Contract Enhancements includes:

- Review and assess the Purchasing Info Records and use of SAP Classification standard functionality
- Assess how minority and small business classification are set up in the system
- Assess how SAP Material class codes can be set up in the system
- Provide recommendation of process improvements
- Configure or enhance system as required
- Train staff to prepare contracts and agreements
- Provide one-on-one training to staff as needed
- Provide detailed, step-by-step documentation of all configuration, enhancements and modifications.

Materials Management:

- Material and Vendor Master Data
- Purchase Requisitions
- Purchase Orders
- Material Info Records

Enhancement – 1 object

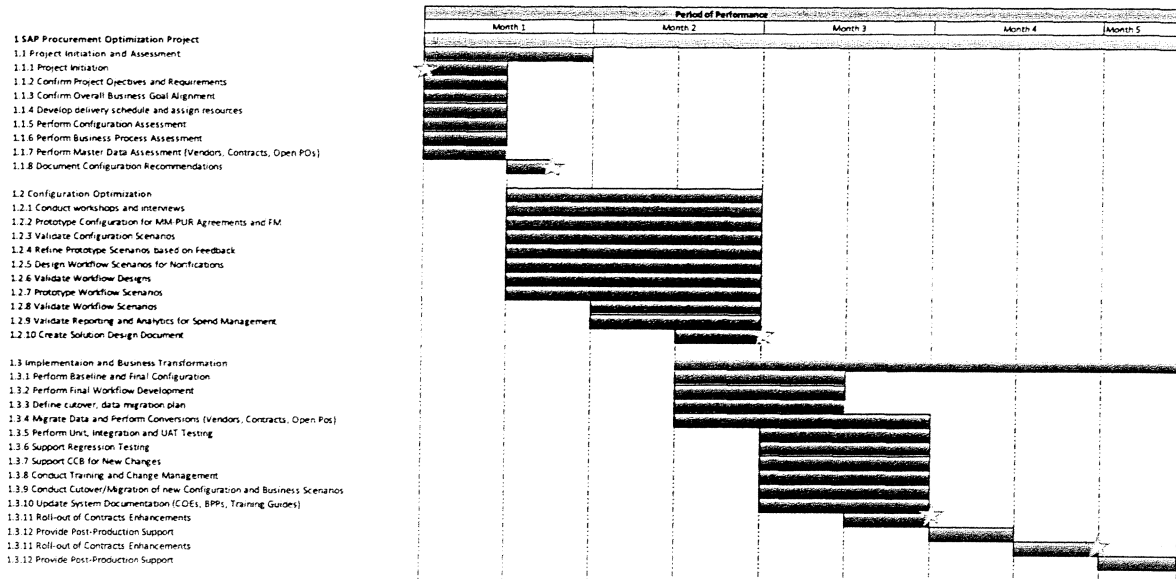
- New SAP Table/fields to use new material classes for each PR and PO line item

Reporting – 1 object

- 1 ALV grid report for drill-down capabilities, summarizations, export to Excel - activity and spend by commodity and vendor and small business status will need a new report in which we extract data from the PO tables and combine it with vendor master records

4. Schedule

BCPS Procurement is looking to have the contracts module enhancement process completed within a three (3) month time frame using the most cost effective method to meet the needs of the department. Based on the scope and approach of this project, it is estimated that initial design, configuration, development and testing be completed within a 3 month time period with 2 additional weeks of remote user support. The Vendor Classification functionality will be phased in during Month 1 and be deployed at the end of Month 4 to manage the risk and change impact to BCPS stakeholders and users.



5. Deliverables and Outcomes

As part of the project, Genesis agrees to deliver the following services and products to BCPS within the allotted timeframe outlined in the Schedules and Timelines section:

Deliverable	Deliverable Name	Description	Estimated Completion Date
1.0	<i>SAP Configuration Assessment and Recommendations</i>	Genesis expects to complete an Initial configuration assessment on the use of standard SAP MM-PUR agreements and FM to manage BCPS contracts and SAP Vendor master and material info records to manage BCPS commodity codes. This activity provides the foundation for implementation activities related to system and process changes required to meet business goals. We expect to deliver a summary presentation of this deliverable content for additional input from Management. (Power Point)	+ 2-4 weeks from start date
2.0	<i>Solution Design Document</i>	Genesis will work with BCPS to create a solution design document which include configuration rationale and business process improvement procedures based on the validation of prototyped scenarios that demonstrate optimal use of standard SAP that aligns with BCPS business goals. (MS Word)	+ 8 weeks from start date
3.0	<i>Delivered System Configurations and Enhancements</i>	Genesis will work with BCPS to implement and test the SAP recommendations and solution design as confirmed in Deliverables 1.0 and 2.0. (Approved Transports and Working SAP System)	+ 12 weeks from start date (Contracts Enhancements) +16 weeks from start date (Vendor Classification)
4.0	<i>Training & Knowledge Transfer Guides</i>	Genesis will work with BCPS to document Training Guides for the new business processes. Knowledge transfer guides regarding configuration and development will also be created to support super users and BCPS application support teams. On the job, one-on-one training to staff as needed will be conducted. Format for training material will be MS Word and/or PowerPoint	+12-16 weeks from the start date

6. Outcomes and Anticipated Benefits

Expiration of Contracts

- All active contracts shall be properly set up in the system
- System shall have the ability to send an alert to the Agent monthly, starting at 6 months prior to bid expiring.
- System shall have the ability to stop purchases once the expiration date has reached.

Agreements

- Agreements associated with all active contracts shall be set up in the system
- Alerts shall be setup to provide users with notification when the agreement is nearing the authorized spend amount (25% minimum)
- System must have the ability to stop purchases once the authorized spend is reached.
- Supervisory authorization will be required to increase contract balances.

Catalog Bids

- System shall have the ability to maintain catalog contracts with a discount applied to purchases
- System shall be able to integrate with vendor online catalogs to look up pricing.
- Alerts shall be setup to provide users with notification when the agreement is nearing the authorized spend amount (25% minimum)
- System must have the ability to stop purchases once the authorized spend is reached.
- Supervisory authorization will be required to increase contract balances

Vendor Classification

- Implementation of a strategic approach to supplier management
- Maximizing value of available vendors, minority usage and minimizing supply-based risk by tying commodities to vendors
- Cultivating value-driven supplier relationships that encourage supplier excellence and increase usage of proven vendors
- Supporting analysis and searches using strategic attributes as parameters, enabling BCPS to do multiple classifications per supplier using flexible dimensions (e.g., material class, vendor status, spend activity)
- Providing analysis and ability to identify valuable suppliers during purchase and for spend analysis
- Streamlining your procurement processes to save costs and efforts

7. Proposed Team Roles

The Genesis Consulting team will staff the following roles on the Project:

Role	Responsibilities
SAP MM Lead Consultant (Full Time)	Will provide SAP implementation expertise during the project to ensure successful completion of the project plan. Responsible for the configuration assessment activities to ensure optimization of the use of MM-PUR Agreements and Central Contracts, Purchasing Organizations, Plants, Vendors, Info Records, Conditions, Discounts, Warehouses, Materials, etc. . Primary objectives of this role include: <ul style="list-style-type: none"> • Provide K-12, functional and technical expertise on MM-PUR • Validate MM Redesign in the Prototype • All required MM settings and integration with FI/CO/FM • Configure, document and test MM-PUR scope • Provide Knowledge Transfer on implemented on MM-PUR
SAP FI/FM Consultant (Part Time)	This role is primarily responsible for developing the FM integration solution to control budget spending against contract. Primary objectives of this role include: <ul style="list-style-type: none"> • Provide FM and K-12 expertise during the assessment • Validate FM Redesign in the Prototype • BCS Activation • FM Dimensions • FM Derivation Strategy • FM Derivation Tools • AVC Ledger • All other FM settings and integration with FI/CO/MM • Provide Knowledge Transfer on implemented on FI-FM
SAP ABAP Consultants (Part Time) – workflow and interfaces	Responsible for delivering ABAP expertise to ensure proper development, testing and documentation of ABAP work required for the Project. Three specific areas of development are 1. Revision of Existing ABAP programs. 2. Creation of new ABAP programs in response to new notification functionality. 3. Creation of ABAP programs needed to execute conversion of outstanding documents. Primary responsibilities for this role include: <ul style="list-style-type: none"> • Understanding the functional requirements defined in the functional specifications • Develop ABAP code and document technical specifications for LSMW's, User Exits, BAPI's and BADI's as required • Perform testing and defect resolution • Provide technical guidance for ABAP Programmers staffed by BCPS

Genesis plans to utilize the following GSA Labor Categories to deliver the scope of the project:

- Technical Expert
- Systems Programmer

Client's Project Team (proposed roles)

- Purchasing Business Process Specialists
- Functional Business Analysts Members - Finance
- Technical Analysts/Developers – SAP Support Team
- QA / Testing Resources

Client's Peripheral Team (Part-Time)

- School Board Committee
- Executive Sponsor
- Project Reviewer
- Subject Matter Experts



8. Schedule and Timeline

Genesis will start to provide services to BCPS upon School Board approval and award of the SOW. The planned duration for this Statement of Work is 16 weeks from start date plus 2 weeks of production support.

9. Client Contact

Genesis consultants will report to Ms. Ruby Crenshaw, or her designate, for the duration of the engagement.

10. Sites

The work will be primarily delivered at the Broward County School offices located at 7720 W Oakland Park Blvd, Sunrise, FL 33351. Remote or off-site work for Genesis Consulting will be expected as well for configuration, build and deliverable compilation as needed.

11. Cost of Services

This Statement of Work is on a fixed price basis based on the scope documented in Section 3. Payments will be made based upon achievement of the milestones and deliverables described in Section 5. Genesis Consulting estimates the payment price per deliverable and milestone in the table below:

Summary Cost

SAP Contracts Enhancements	\$200,000
SAP Vendor Classification	\$49,894
Total Price	\$249,894

Detailed Pricing – SAP Contracts Enhancements

Deliverable	Estimated Completion	Price
1. SAP Configuration Assessment and Recommendations	2-4 weeks from start date	\$40,360
2. Solution Design Document	8 weeks from start date	\$55,832
3. Delivered System Configurations and Enhancements	12 weeks from start date	\$59,195
4. Training & Knowledge Transfer Guide	12-14 weeks from the start date	\$23,813
		\$179,200

Estimated Travel	Month 1	Month 2	Month 3	Support	Total Trips	Total Travel
SAP MM Lead Consultant	3	3	2	0	8	\$12,800
SAP FI/FM Consultant	2	1	2	0	5	\$8,000
					13	\$20,800

SubTotal Price **\$200,000**



Detailed Pricing – SAP Vendor Classification

Deliverable	Estimated Completion	Price
1. SAP Configuration Assessment and Recommendations	2-4 weeks from start date	\$10,616
2. Solution Design Document	8 weeks from start date	\$18,578
3. Delivered System Configurations and Enhancements	12 weeks from start date	\$15,924
4. Training & Knowledge Transfer Guide	12-14 weeks from the start date	\$4,777
Total Price		\$49,894

This scope of work will be delivered over a 16 week period plus 2 additional weeks of remote production support. Based on the deliverable milestones for this scope of work, the total estimated cost for labor is \$229,094 (\$179,200 + \$49,094).

In addition to consulting fees, BCPS will pay, or reimburse Genesis for reasonable and customary expenses including pre-approved expenses incurred for travel, including airfare, ground transportation, lodging, and meals. Travel Expenses are estimated to be approximately \$4,800 based on an average of \$1,600 per full travel week. Our estimates are based on 3 travel weeks at \$1,600 per trip. Travel Expenses will be billed monthly based on actuals and separately from deliverables and milestones. Travel will be booked in accordance with the BCPS travel policies. These expenses will be billed to BCPS at actual cost in accordance with the BCPS travel guidelines. Genesis will provide BCPS with copies of expense receipts for all billable expenses under this Statement of Work.

BCPS will be invoiced on a milestone basis based on achievement of deliverables, payable within thirty (30) days of the invoice date.

12. Assumptions

This section of the SOW highlights assumptions made during the SOW development that are deemed critical to project success. These are not all of the Project success factors – just the most critical ones. They are noted here for emphasis. A complete Risk Assessment, developed during the Assessment phase will include a comprehensive list of assumptions and/or Project risks.

- **Effective Decision Making** – The Project must be empowered with BCPS employees who are authorized to make decisions regarding the design and implementation of configuration and development for process improvement. Timely, effective decision making is critical, especially during the entire project given the short duration and criticality to improve contract management functions at BCPS
- **BCPS Staff Expertise** – BCPS will provide Purchasing, Finance and SAP IT resources on the Project that possess knowledge, skills, and policy expertise and commitment to Project deadlines. The Project plan requires completion of complex tasks within restricted time frames. The plan will be approved by BCPS and Genesis during the Assessment phase. BCPS staff failure to perform under these conditions and according to the task deadlines in the approved project plan will result in changes to the total cost of the Project if Genesis cannot perform necessary configuration due to lack of BCPS institutional knowledge
- **System Access** – The Genesis team requires system access to SAP Dev and QA systems in order to perform assessments, recommendations and implementation of the Project.
- **Development Scope** – 7 development objects are estimated based on known requirements. Development objects for this project are listed in Section 3.0 As part of Deliverable 1, if additional development objects are required, Genesis will work with BCPS to assess the business need and obtain approval (if required) to include additional scope and cost.
- **Testing** – The Project requires a set amount of regression testing. BCPS will be required to perform regression testing of existing functional and technical objects impacted by the project
- **Data Migration** – The amount of open POs, Contracts and Vendors is unknown and will be assessed during the project. Depending on the volume, resource estimates may need to be adjusted in order to deliver the project on time. Genesis will provide guidance and recommendations to support DIT in data conversion and updates, but is not responsible for updating any open purchasing records in the production system. Loading of historical vendor classification information is not in scope. The scope is to enable the ability to store commodity information. BCPS will enter NIGP codes manually moving forward and request additional quotes for conversions if needed.

13. Termination without Cause

Either party may terminate this Agreement upon thirty (30) days advance written notice. Genesis Consulting will advise Broward County Public Schools of the extent to which performance has been completed and deliver any work in progress. Genesis will be paid for all work performed and expenses incurred through the date of termination, including charges for materials ordered by Genesis that cannot be returned for a full refund.

14. Notices:

All notices and other communications shall be in writing and shall be effective upon personal delivery, five (5) days after being mailed by registered or certified mail, return receipt requested, or one (1) business day after being sent by nationally recognized overnight courier. Notices shall be addressed as follows:

If to Client:

BROWARD COUNTY PUBLIC SCHOOLS
7720 W Oakland Park Blvd,
Sunrise, FL 33315
Attention: Ms. Ruby Crenshaw

If to Genesis Consulting:

GENESIS CONSULTING PARTNERS, LLC
One Financial Plaza
100 S.E. Third Avenue, Suite 808
Fort Lauderdale, Florida 33394
Attention: Cameron Chaplin



IN WITNESS WHEREOF, the parties hereto have caused this Statement of Work to be executed by their duly authorized representatives.

BROWARD COUNTY PUBLIC SCHOOLS

GENESIS CONSULTING PARTNERS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

A copy of Attachment B is available online at:
<http://www.broward.k12.fl.us/supply/docs/contracts/55-065V-Attachment-B.pdf>.

Attachment B

GSA eLibrary **GSA Federal Acquisition Service**

Home eBuy - quotes **GSA Advantage - online shopping** Help

Search: all the words

C *Contractor Information*

(Vendors) [How to change your company information](#)

Contract # : GS-35F-280AA		Socio-Economic : Small business	
Contractor: GENESIS CONSULTING PARTNERS, LLC		EPLS : Contractor not found on the Excluded Parties List System	
Address: 5207 HICKORY PARK DR STE E GLEN ALLEN, VA 23059-2624		Govt. Point of Contact: Deanna Hall Phone: 703-605-9220 E-Mail: deanna.hall@gsa.gov	
Phone: 804-523-8007		Contract Clauses/Exceptions: View the specifics for this contract	
E-Mail: donna.fletcher@genesisconsulting.com			
Web Address: http://www.genesisconsulting.com			
DUNS: 828833215			
NAICS: 541519			

Source	Title	Contract Number	Contractor T&Cs /Pricelist	Contract End Date	Category	View Catalog
70	GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE, AND SERVICES	GS-35F-280AA		Mar 21, 2018	132 51	