

AGENDA	
Section	New Business
Item No.	VI C 1

Meeting Date
August 23, 2016



AGENDA REPORT

BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Amendment to Current SAP Contract #1174 for SAP Cloud Services Licenses Fiscal Impact: \$35,280 Annual Operating Expenses Increase; \$100,000 One-time Implementation Cost
DEPT/OFFICE:	Information Technology

Requested Action:

It is requested that the Board of County Commissioners approve the Order Form and Table of Agreement with SuccessFactors, Inc., in order to procure the SAP Recruiting and Onboarding Licensing Modules. It is further requested that the Board of County Commissioners authorize the Information Technology Department to solicit no fewer than three written quotes for implementation of these modules; and authorize the County Manager to award the implementation contract to the lowest responsive bidder, subject to approval by the County Attorney's Office and Risk Management; and authorize all necessary financing and budget actions with regard to completion of the project.

Summary Explanation & Background:

The County's SAP Financial Management Software System is developed by SAP, AG. SAP is a global company and has hundreds of business partners who perform a variety of efforts and upgrades around SAP's software. Our SAP system handles nearly all aspects of the County's finances from payroll to procurement.

The requested SAP Recruiting Module will modernize and replace the County's Employment Application System (EASY), which has become obsolete and also requires specific software knowledge that is no longer commonly used. The Recruiting Module contains tools that evaluates applicants against the job descriptions and prequalifies candidates, which significantly reduces recruiting time. The SAP Recruiting Module licensing is \$25,200 annually.

The requested SAP Onboarding Module streamlines the employment process by converging the recruiting and employment process. Currently, employee profiles must be manually entered into SAP. This Onboarding Module eliminates this manual step. The Onboarding Module licensing is \$10,080 annually.

Both the Recruiting and Onboarding Modules are proposed as a three-year contract, with a combined annual cost of \$35,280 annually. The total three-year cost is \$105,840.

The implementation of the modules must be performed by a Professionally Certified Partner in Recruiting Execution and Onboarding. It is estimated that each module will cost approximately \$50,000 for implementation. The Information Technology Department will solicit a minimum of three written quotes for these implementations with final approval from the County Manager.

Fiscal Impact: \$35,280 Annual Operating Expenses Increase; \$100,000 One-time Implementation Cost budgeted in Cost Center 5011-389112-5520000.

Contact: Jeff McKnight, Information Technology Department Director
Phone: 617-7395 x2

Clerk to the Board Instructions: The attached copy of the Order Form and Table of Agreement is in review by the County Attorney's. Once finalized, the I.T. Department will forward to (2) original copies of the agreement for the Chairman's signature. (contact: Alice Colon, Admin Secretary, I.T. Dept., x52889)

Exhibits Attached: SuccessFactors, Inc., copy of Order Form and Table of Agreement

Contract /Agreement (If attached): Reviewed by County Attorney Yes No PR

County Manager		Assistant County Manager	Department Director / Extension Teresa Camarata, Central Services, x55492
Stockton Whitten		Frank Abbate, Public Safety and Support Services	Jeff McKnight, IT Director, x52135



Tammy Rowe, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972
Tammy.Rowe@brevardclerk.us

August 24, 2016

MEMORANDUM

TO: Jeff McKnight, Information Technology Director

RE: Item VI.C.1., Amendment to Current SAP Contract #1174 for SAP Cloud Services Licenses

The Board of County Commissioners, in regular session on August 23, 2016, approved Order Form and Table of Agreement with SuccessFactors, Inc., in order to procure the SAP Recruiting and Onboarding Licensing Modules; authorized you to solicit no fewer than three written quotes for implementation of modules; authorized the County Manager to award the implementation contract to the lowest responsive bidder, subject to approval by the County Attorney and Risk Management; and authorized all necessary financing and budget actions with regard to completion of the Project. Enclosed is executed and certified copy of Order Form and Table of Agreement for your action.

Upon execution by SuccessFactors, Inc., please return the fully-executed Agreement to our Office for inclusion in the official minutes.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Rowe, Deputy Clerk

/ds

Encls. (2)

cc: Assistant County Manager Abbate
Contracts Administration
Central Services Director
County Attorney
Budget
Finance



BOARD OF COUNTY COMMISSIONERS

Information Technology Department

2725 Judge Fran Jamieson Way
Building C, Room 203
Viera, Florida 32940

Inter-Office Memo

TO: Deborah Thomas, Administrative Assistant

FROM: Alice Colon, Admin Secretary, I.T. , x52889 *a.c.*

DATE: September 23, 2016

RE: Signed Sap Cloud Services Licenses
Board Date: 8/23/2016
Item VI.C.1

Attached for the Clerk's records is the executed contract between Brevard County and SuccessFactors, Inc., for SAP Cloud Services Licenses. I have a copy for our department's records.

Thank you.

/ac

Attachments

**Order Form
for SAP Cloud Services
SAP Reference No. 0220586064**

Between

**SuccessFactors, Inc.
1 Tower Place, Suite 1100,
South San Francisco, CA 94080
("SAP")**

And

**Board of County Commissioners of Brevard County,
Florida
2725 Judge Fran Jameson / Brevard FL 32940 Room 203 Florida
("Customer")**

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 11/01/2016

This Order Form is governed by and incorporates the following documents in effect as of the effective date. In the event of any ambiguity, conflict or inconsistency between this Order Form and any other supplemental terms, conditions, contract clauses or agreements, the terms and conditions of this Order Form shall prevail and control. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Agreement	Location
Order Form	
Schedule A of this Order Form: a) Cloud Service Supplemental Terms and Conditions ("Supplement"); b) Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")	a) http://go.sap.com/about/agreements/cloud-services-english-supplement.html b) http://go.sap.com/about/agreements/cloud-services.html?search=consulting%20services
Schedule B of this Order Form: Support Policy for SAP Cloud Services	http://go.sap.com/about/agreements/cloud-services.html?search=Support%20Cloud%20Edition
Schedule C of this Order Form: Service Level Agreement for SAP Cloud Services ("SLA")	http://go.sap.com/about/agreements/cloud-services.html?search=Service%20Level%20Agreement
Schedule D of this Order Form: Data Processing Agreement for SAP Cloud Services Schedule D will serve as a commissioned written data processing agreement.	http://go.sap.com/about/agreements/cloud-services.html?search=data%20processing

Schedule E of this Order Form: General Terms and Conditions for SAP Cloud Services ("GTC")	http://go.sap.com/docs/download/agreements/general-terms-and-conditions/cls/general-terms-and-conditions-for-sap-cloud-services-direct-us-english-v4-2016.pdf
--	---

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. CLOUD SERVICE

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

Period 1 From 09/30/2016 To 09/30/2019

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF Onboarding	Employees	2,500	10,080.00	09/30/2016	09/30/2019	30,267.62
SAP SFSF Recruiting Management	Employees	2,500	25,200.00	09/30/2016	09/30/2019	75,669.04
Total Net Fee (*)						105,936.66

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2 Subscription Term

- (a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP.
- (b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and

their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. CONSULTING SERVICES

The table shows the purchased Consulting Services, non-recurring services and fees.

SAP will provide the Consulting Services or non-recurring services subject to the terms of the Consulting Services Supplement and the Agreement. SAP's obligation to provide the Consulting Services will end upon expiration of the initial term unless otherwise stated in the applicable service description or Supplement.

4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. Fees for the Consulting Services will be invoiced by SAP and paid by Customer as stated in Section 3 unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied under Sections 2.3 and 4.2, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service. Consulting Services fees are inclusive of travel expenses.

4.2 Fee Increases.

At the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

5. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order confirmation recipient name:	MS. Lois Boisseau
Order confirmation recipient e-mail:	lois.boisseau@brevardfl.gov
System provisioning notification recipient name:	MS. Lois Boisseau
System provisioning notification recipient e-mail:	lois.boisseau@brevardcounty.us

6. CUSTOMER LOCATION

Customer has provided the following primary access location:

Brevard County Board of Commissioners
2725 Judge Fran Jameson / Brevard FL 32940

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by SAP for the determination of any applicable taxes.

7. ADDITIONAL TERMS

The Agreement and any claims arising out of or relating to the Agreement and its subject matter shall be governed by and construed under the laws of Florida. Venue for any legal action brought by any party to this Agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the Agreement. The Uniform Computer Information Transactions Act as enacted shall not apply.

Taxes. Customer shall not be responsible for Taxes or other applicable fees to the extent that Customer provides a valid tax-exempt certificates prior to the execution of this Agreement.

Nothing contained in this Agreement shall be construed as a waiver of the Customer's right to sovereign immunity under Section 768.28, Florida Statutes, or other limitations imposed on the Customer's potential liability under state or federal law.

**Accepted By:
Board of County Commissioners of
Brevard County, Florida**

(Customer)


Name: Jim Barfield
Title: Chairman
Date: 9-12-2016

(SIB) 
JAMES PREST
SR. DIRECTOR
9/21/16


**Order Form
for SAP Cloud Services
SAP Reference No. 0220586064**

Between **SuccessFactors, Inc.**
1 Tower Place, Suite 1100,
South San Francisco, CA 94080
("SAP")

And Brevard County Board of Commissioners
2725 Judge Fran Jameson / Brevard FL 32940 Room 203
Florida
("Customer")

1. ORDER FORM AND TABLE OF AGREEMENT

This Order Form as issued by SAP is an offer by SAP. When signed and returned to SAP by Customer on or prior to the offer expiration date, it becomes a binding agreement for the SAP Cloud Service(s) and Consulting Services (if applicable) listed in this Order Form and is effective on the date signed by Customer.

Offer Expiration Date: 11/01/2016

This Order Form is governed by and incorporates the following documents in effect as of the effective date. All documents are listed in order of precedence, and collectively referred to as the "Agreement":

Agreement	Location
Order Form	
Schedule A of this Order Form: a) Cloud Service Supplemental Terms and Conditions ("Supplement"); b) Consulting Services Supplemental Terms and Conditions ("Consulting Services Supplement")	a) http://go.sap.com/about/agreements/cloud-services-english-supplement.html b) http://go.sap.com/about/agreements/cloud-services.html?search=consulting%20services
Schedule B of this Order Form: Support Policy for SAP Cloud Services	http://go.sap.com/about/agreements/cloud-services.html?search=Support%20Cloud%20Edition
Schedule C of this Order Form: Service Level Agreement for SAP Cloud Services ("SLA")	http://go.sap.com/about/agreements/cloud-services.html?search=Service%20Level%20Agreement
Schedule D of this Order Form: Data Processing Agreement for SAP Cloud Services Schedule D will serve as a commissioned written data processing agreement.	http://go.sap.com/about/agreements/cloud-services.html?search=data%20processing
Schedule E of this Order Form: General Terms and Conditions for SAP Cloud Services ("GTC")	http://go.sap.com/docs/download/agreements/general-terms-and-conditions/cls/general-terms-and-conditions-for-sap-cloud-services-direct-us-english-v4-2016.pdf

Customer has had the opportunity to review the GTC and the incorporated documents prior to executing this Order Form. SAP recommends that Customer prints copies of these documents for Customer's records. All defined terms in the GTC used in this Order Form have the meaning stated in the GTC. All references in the Supplements to "Service" mean "Cloud Service", and to "Named Users" mean "Authorized Users."

2. CLOUD SERVICE

2.1 Cloud Service Order.

The table shows the purchased Cloud Service, Usage Metrics and volume, initial Subscription Term and fees.

Period 1 From 10/28/2016 To 10/27/2019

SAP Cloud Service	Usage Metric	Usage Metric Limitation	Annual Fee	Product Start Date	Product End Date	Total Fee in USD
SAP SFSF Onboarding	Employees	2,500	10,080.00	10/28/2016	10/27/2019	30,240.00
SAP SFSF Recruiting Management	Employees	2,500	25,200.00	10/28/2016	10/27/2019	75,600.00
Total Net Fee (*)						105,840.00

(**) Usage Metric Limitations stated above represent the maximum annual quantity of Usage Metrics over a 12 month period, except where the period between Product Start Date and Product End Date is less than one year. In that case the stated Usage Metric Limitation is the actual prorated amount.

2.2 Subscription Term

- (a) Customer's initial Subscription Term will begin on the start date and will be effective until the end date, unless Customer is otherwise notified by SAP.
- (b) Unless the Supplement states otherwise, the initial Subscription Term and any renewals and extensions will automatically renew for terms equal in length to the immediately preceding term (if that term is thirty-six months or less) or for one year (if that term is longer than thirty-six months). Auto-renewal will not occur if Customer notifies SAP of its intention not to renew at least one month in advance of the expiration of the current term, or SAP notifies Customer of its intention not to renew at least six months prior to the expiration of the current term.

2.3 Excess Use.

Customer's use of the Cloud Service is subject to the Agreement, including the Usage Metrics and their volume stated in Section 2. Any use of the Cloud Service that exceeds this scope will be subject to additional fees. Fees accrue from the date the excess use began. Customer will execute an additional Order Form to document subscriptions for additional Usage Metrics and their volume. SAP may invoice and Customer will pay for excess use based on applicable pricing in the Order Form or Supplement.

3. CONSULTING SERVICES

The table shows the purchased Consulting Services, non-recurring services and fees. SAP will provide the Consulting Services or non-recurring services subject to the terms of the Consulting Services Supplement and the Agreement. SAP's obligation to provide the Consulting Services will end upon expiration of the initial term unless otherwise stated in the applicable service description or Supplement.

4. PAYMENT AND INVOICES

4.1 Fees and Invoicing.

Unless the Supplement states otherwise, fees for the Cloud Service(s) will be invoiced by SAP and paid by Customer annually in advance. Fees for the Consulting Services will be invoiced by SAP and paid by Customer as stated in Section 3 unless otherwise stated in the applicable scope document. SAP may provide invoices to an email address provided by Customer. Fees for non-recurring services will be invoiced by SAP on a one-time basis and paid by Customer upon commencement of the Subscription Term. Except for fee increases applied under Sections 2.3 and 4.2, Cloud Service(s) fees for renewal terms will be equal to the fees for the immediately preceding term for the same Cloud Service, Usage Metrics and volume. Customer will reimburse SAP for all pre-approved (by Customer) and appropriately documented travel and related expenses incurred by SAP in performing any support for the Cloud Service. Consulting Services fees are inclusive of travel expenses.

4.2 Fee Increases.

At the beginning of each renewal term, SAP may increase fees to reflect annual increases in consumer prices or costs. This increase will not exceed the greater of the percentage stated in the most recent consumer price index selected by SAP or 3.3% per annum. The increase is applied on a cumulative, year-over-year basis beginning on either the start of the preceding term or date of last increase, whichever is later. Not raising fees is not a waiver of SAP's right to do so. SAP may increase fees if Customer elects to reduce the Cloud Service, Usage Metrics or volume for any renewal term.

4.3 Payment.

Customer will pay to SAP all fees due within thirty days of date of invoice. Unpaid fees will accrue interest at the maximum legal rate. Customer purchase orders are for administrative convenience and not a condition of payment. Payment is not dependent upon completion of any implementation or other services.

5. AUTHORIZED ADMINISTRATORS

Customer contacts for order confirmation and system notices are:

Order confirmation recipient name:	Mrs. Lois Boisseau
Order confirmation recipient e-mail:	lois.boisseau@brevardfl.gov
System provisioning notification recipient name:	Mrs. Lois Boisseau
System provisioning notification recipient e-mail:	lois.boisseau@brevardcounty.us

6. CUSTOMER LOCATION

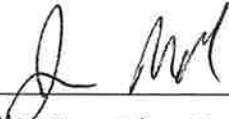
Customer has provided the following primary access location:

Brevard County Board of Commissioners
2725 Judge Fran Jameson / Brevard FL 32940

This is the primary (but not the only) location from which Customer will access the Cloud Service. If Customer does not provide a primary access location, SAP will incorporate a default primary access location to Customer's sold-to address. The primary access location is used by SAP for the determination of any applicable taxes.

Accepted By:

Brevard County Board of Commissione
(Customer)

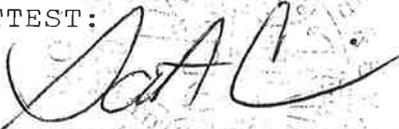


Name: Jim Barfield

Title: Chairman

Date: August 23, 2016

ATTEST:



Scott Ellis, Clerk

As approved by the Board on 08-23-16.



Tammy Etheridge, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 637-2001
Fax: (321) 264-6972

October 24, 2012

M E M O R A N D U M

TO: Jon Sellers, Information Technology Director

RE: Item III.B.4., Statement of Work for Upgrade of the County's SAP Financial Management Software System

The Board of County Commissioners, in regular session on October 23, 2012, waived the bid requirements, and authorized the Chairman to execute the Statement of Work for upgrading the County's SAP Financial Management Software System, offered by SAP, AG, the vendor of the software. Enclosed is the original Statement of Work.

Upon execution by SAP Public Services, Inc. (SAP), please return the original Statement of Work to this office for inclusion in the official minutes of the Board.

Your continued cooperation is always appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
MITCH NEEDELMAN, CLERK

Tammy Etheridge

Tammy Etheridge, Deputy Clerk

/ds

Encl. (1)

cc: Finance
Budget
Contracts Administration

Meeting Date
October 23, 2012



Replacement AGENDA	
Section	Consent
Item No.	III B 4

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Approval of Attached Statement of Work for Upgrade of County's SAP Financial Management Software System.
DEPT/OFFICE:	Information Technology

Requested Action:

It is requested that the Board of County Commissioners provide a waiver of the bid requirements and authorize the Chairman of the Board to execute the attached Statement of Work for an upgrade to the County's SAP Financial Management Software System. The Statement of Work is being offered by SAP, AG, the vendor of the software.

Summary Explanation & Background:

As a result of the budget process in fiscal year 2010/2011, the Board of County Commissioners authorized the Information Technology Department to hire a qualified vendor to perform an upgrade of the County's SAP Financial Management Software System. The I.T. Department estimated the cost of the upgrade to be \$750,000 through discussions with SAP business partners. The system requires an upgrade because the current version of the software will no longer be supported by SAP after March 31, 2013. Loss of support would mean Brevard County would no longer receive annual payroll tax updates, W-2 form updates, bug fixes and other software updates necessary to meet Federal and State regulatory requirements.

The manufacturer of the software is SAP, AG. SAP is a global company and has hundreds of business partners who perform a variety of efforts, including upgrades, around SAP's software. The County used SAP business partners in both the initial implementation of the software in 1999, and the first upgrade of the software in 2005. This was done because using SAP's consulting division was generally too expensive. SAP has offered to perform the upgrade at a 25% discount from the estimated cost. This discount puts SAP's prices well within the range of the lowest cost 3rd party integrators. SAP's staff has the highest level of training as well as the highest level of experience with implementations and upgrades of the software. The use of SAP should minimize any cost overages associated with debugging and re-work. The offer by SAP provides the lowest risk option to the County at a very significant (25%) price discount. Therefore, we are requesting that the Board provide a waiver of the bid requirements per section III.H of the Board's Procurement Policy and authorize the Chair to execute the attached Statement of Work.

Contact: Jon Sellers, I.T. Department Director, 617-7395

Fiscal Impact: FY 12/13: \$562,500, Information Technology Fund 5011, Cost Center 389110

Clerk to the Board instruction:

Exhibits Attached: Statement of Work and existing Professional Services Contract

Contract /Agreement (If attached):	Reviewed by County	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
Attorney					
County Manager's Office	Department	Information Technology		PR	<input type="checkbox"/>
Stockton Whitch, Assistant County Manager	Jon Sellers	Information Technology Department Director			