

CONTRACT REQUISITION FORM-



CONTRACTOR/VENDOR NAME: PHOENIX BUSINESS INC./DBA PHOENIX BUSINESS CONSULTING

VENDOR #1000013793

ADDRESS/CITY/ST/ZIP: 6021 MIDNIGHT PASS RD., #3 SARASOTA, FL 34242

TYPE OF CONTRACT: New ---- Renewal ☐ Amendment ☒ Services ☒ Goods ☒ Consulting ☐ Construction ☐ Lease ☐ Other ☐

DESCRIPTION/SCOPE OF WORK: ADAP DEVELOPER CONSULTING SERVICES

CONTRACT AMT: \$ 71,080.00 (ORIG)+ \$ 39,999.00 (INCREASE)= \$111,079.00 (Total)

CONTRACT PERIOD: 01/23/18-08/31/2021

FP/IFB/RFQ#: N/A

FUNDING SOURCE: General ☒ State ☐ Federal ☐ Grant ☐ Other ☐

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	42001910000	5200160100			\$ 39,999.00	I	AMENDMENT
2								
3								

COUNTY ATTORNEY

Contract requires Risk Management approval? YES ☒ NO ☐

RISK MANAGER Signature: _____ Date: _____

Contract requires BOCC approval? YES ☒ NO ☐ Date of BOCC Approval: _____

COMMENTS:

Approved "as to form" and meets the requirements of Risk Management

Reviewing Attorney: Willie S. Dancy Date: 4/6/20

INITIATING DEPARTMENT

By: _____ Date: _____

By: _____ Date: _____

COUNTY MANAGER

By: _____ Date: _____

CHIEF FINANCIAL OFFICER

Pre-audit Certification Completed: Yes ☐ No ☐

CLERK TO THE BOARD

By: _____ Date: _____

PURCHASING

By: _____ Date: _____

IT DEPT (IT Related Contracts)

By: _____ Date: _____

Purchasing Comments:

FUNDS RES DOC ID# _____



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PERLAS INSURANCE SERVICES 100 W. BROADWAY, STE. 1080 GLENDALE, CA 91210	CONTACT NAME: EDMUND PERLAS PHONE: (818) 543-1403 FAX: (818) 543-1134 E-MAIL: edmund@perlasinsurance.com ADDRESS:														
INSURED PHOENIX BUSINESS INC. DBA: PHOENIX BUSINESS CONSULTING 8021 MIDNIGHT PASS RD., # 3 SARASOTA FL 34242	INSURER(S) AFFORDING COVERAGE <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.</td> <td>18058 A++ KV</td> </tr> <tr> <td>INSURER B: HARTFORD INSURANCE COMPANY</td> <td>10682 A+ XV</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER	NAIC #	INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	18058 A++ KV	INSURER B: HARTFORD INSURANCE COMPANY	10682 A+ XV	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LINE	TYPE OF INSURANCE	ADDITIONAL INSURANCE	POLICY NUMBER	POLICY EFF. DATE (MM/DD/YYYY)	POLICY EXP. DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. <input type="checkbox"/> LOC	Y	PHPK2016570	07/29/2019	07/29/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	Y	PHPK2016570	07/29/2019	07/29/2020	COMBINED SINGLE LIMIT (per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> DED. <input type="checkbox"/> RETENTION: 10K <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	Y	PHUB687294	07/29/2019	07/29/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
	<input checked="" type="checkbox"/> WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	57 WEC AB7G6L	06/14/2019	06/14/2020	<input checked="" type="checkbox"/> WC STAT. <input type="checkbox"/> TOT. <input type="checkbox"/> LER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	TECHNOLOGY E&O \$50K DEDUCTIBLE	Y	PHPK2016573	07/29/2019	07/29/2020	EACH OCCURRENCE - \$ 2,000,000 GENERAL AGGREGATE - \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER COUNTY OF DURHAM ATTN: PURCHASING DEPARTMENT 200 E. MAIN STREET BSMT 4 DURHAM, NC 27701	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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ACORD 25 (2010/05)

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Approved "as to form"
 and meets the requirements
 of Risk Management

The ACORD name and logo are registered marks of ACORD

Wilma S Darby 4/6/20



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Ford Audio-Video Systems, LLC 4800 West Interstate 40 Oklahoma City OK 73128-5425
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

only where there is a written contract that requires such status.

The General Liability and Automobile Liability policies includes a blanket notice of cancellation to certificate holders endorsement, providing for 30 days' advance notice if the policy is canceled by the company other than for nonpayment of premium, 10 days' notice after the policy is canceled for nonpayment of premium. Notice is sent to certificate holders with mailing addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured requests cancellation.

The Umbrella policy is follow form over General Liability, Automobile and Workers Compensation policies.

Installation Floater
 Carrier: Continental Casualty Company
 POL# IM6016405878
 Effective Date 12/31/19-12/31/20
 Type of Insurance: Installation Floater
 Property In Transit: \$1,000,000
 Temporary Storage: \$5,000,000
 Temp Storage Ded: \$5,000

Waiver of Subrogation applies in favor of Certificate Holder with respects to General Liability, Auto Liability, Umbrella/Excess Liability, Property coverage and Workers Compensation as permitted by law.

AGENCY CUSTOMER ID: FORDA13

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

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**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 03/02/2020 by and between the **COUNTY OF DURHAM** (hereinafter referred to as "County") and **PHOENIX BUSINESS INC dba PHOENIX BUSINESS CONSULTING** (hereinafter referred to as "Contractor").

WITNESSETH:

THAT WHEREAS, the County and Contractor entered into a contract dated JANUARY 22, 2018, for the provision of **SUPPORT RENEWAL** (hereinafter the "Original Agreement"); WHEREAS, the County and Contractor desire to amend the Original Agreement, while keeping in effect all terms and conditions of the Original Agreement not inconsistent with the terms and conditions set forth below.

NOW THEREFORE, for and in consideration for the mutual covenants and agreements made herein, the parties agree to amend the Original Agreement as follows:

1. The Term of the Original Agreement is hereby extended through AUGUST 31, 2021.
2. The compensation paid to Contractor shall be \$ 71,080.00 (original)+ \$ 39,999.00 (increase)= \$111,079.00 (total)
3. **CONFIDENTIALITY, DATA SECURITY, TRAINING AND NON-DISCLOSURE.** CONTRACTOR acknowledges and agrees that, in the course of its engagement with COUNTY, CONTRACTOR or its licensors, subcontractors or suppliers in connection with the services to be rendered under this Contract may receive or have access to "confidential information" or "personal identifiable information".

CONTRACTOR or its licensors, contractors or suppliers has obtained or may need to obtain confidential information from the COUNTY in connection with the provision of services to the COUNTY or the discussions of such a proposed relationship.

The COUNTY and CONTRACTOR desire to stipulate and agree that any disclosure of confidential information in connection with the provision of services or the discussion of such a proposed relationship has occurred or will occur under circumstances and conditions that will protect and preserve the confidentiality of the information.

In consideration of the pursuit of current discussions and payment for the services, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in further consideration of the covenants and representations contained herein, the parties agree as follows:

3.1 DEFINITIONS. As used in this Contract, the following terms shall have the meanings set forth below:

Confidential Information. The term "Confidential Information" shall mean any information, in any medium, whether written, oral or electronic, not generally known in the relevant trade or industry, which falls within any of the following general categories:

- a. **Trade Secrets.** For purposes of this Contract, trade secrets consist of information of the COUNTY or CONTRACTOR or any of its suppliers, contractors or licensors: (a) that Derives value from being secret; and (b) that the owner has taken reasonable steps to keep confidential. Examples of trade secrets include information relating to proprietary software, new technology, new products or services, flow charts or

diagrams that show how things work, manuals that tell how things work and business processes and procedures.

- b. **Highly Restricted Information.** CONTRACTOR acknowledges that certain Highly Restricted Information is subject to legal restrictions beyond those imposed by this Contract, and agrees that: (a) all provisions in this Contract applicable to Confidential Information shall apply to Highly Restricted Information; and (b) CONTRACTOR will also comply with any more restrictive instructions or written policies that may be provided by the COUNTY from time to time to protect the confidentiality of Highly Restricted Information, as defined below:

1. Information of the COUNTY or its suppliers, contractors or licensors marked "Confidential" or "Proprietary."
2. Information relating to criminal investigations conducted by the COUNTY, and records of criminal intelligence information compiled by the COUNTY.
3. Information contained in the COUNTY's personnel files, as defined by NCGS §153A-98. This consists of all information gathered by the COUNTY about employees, except for that information which is a matter of public record under North Carolina law.
4. Citizen or employee social security numbers collected by the COUNTY.
5. Computer security information of the COUNTY, including all security features of electronic data processing, or information technology systems, telecommunications networks and electronic security systems. This encompasses but is not limited to passwords and security standards, procedures, processes, configurations, software and codes.
6. Local tax records of the COUNTY that contained information about a taxpayer's income or receipts.
7. Any attorney/client privileged information disclosed by either party.
8. Any data collected from a person applying for financial or other types of assistance, including but not limited to their income, bank accounts, savings accounts, etc.
9. The name or address of individual homeowners who, based on their income, have received a rehabilitation grant to repair their home.
10. Protected Information (PHI), as defined in the Insurance Portability and Accountability Act (HIPAA), and any other information that is designated as confidential under federal or state law.

The parties acknowledge that in addition to information disclosed or revealed after the date of this Contract, the Confidential information shall include information disclosed or revealed within one year prior to the date of this Contract.

Personal Identifiable Information. The term "Personal Identifiable Information" shall mean information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked to a specific individual.

3.2 RESTRICTIONS. CONTRACTOR shall keep the Confidential Information in the strictest confidence, in the manner set forth below:

- a. Not copy, modify, enhance, compile or assemble (or reverse compile or disassemble), or reverse engineer Confidential Information, except as authorized by the COUNTY in writing.
- b. Not directly or indirectly, disclose, divulge, reveal, report or transfer Confidential Information to any third party, other than an employee, agent, subcontractor or CONTRACTOR of the COUNTY or CONTRACTOR having a need to know such Confidential Information for purpose or performing work

contemplated by this Contract between the COUNTY and CONTRACTOR, and who has executed a confidentiality agreement incorporating substantially the form of this Confidentiality and Non-Disclosure Agreement. CONTRACTOR shall not directly or indirectly, disclose, divulge, reveal, report or transfer Highly Restricted Information to any third party without the County's prior written consent.

- c. Not use any Confidential Information for its own benefit or for the benefit of a third party, except to the extent such use is authorized by this Contract or other written contracts between the parties hereto, or is for the purpose for which such Confidential Information is being disclosed.
- d. Not remove any proprietary legends or notices, including copyright notices, appearing on or in the Confidential Information.
- e. Use reasonable efforts (including but not limited to seeking injunctive relief where reasonably necessary) to prohibit its employees, agents and subcontractors from using or disclosing the Confidential Information in a manner not permitted by this Contract.
- f. In the event that any demand is made in litigation, arbitration or any other proceeding for disclosure of Confidential Information, CONTRACTOR shall assert this Contract as a ground for refusing the demand and, if necessary, shall seek a protective order or other appropriate relief to prevent or restrict and protect any disclosure of Confidential Information.
- g. All materials which constitute, reveal or derive from Confidential Information shall be kept confidential to the extent disclosure of such materials would reveal Confidential Information, and unless otherwise agreed, all such materials shall be returned to the COUNTY or destroyed upon satisfaction of the purpose of the disclosure of such information.
- h. Restrict employee access to the Confidential Information to those employees having a need to know for purposes of their jobs.
- i. Take all reasonable measures to prevent the use or disclosure of Confidential Information by its employees in a manner not permitted by this Contract.

3.3 EXCEPTIONS. The COUNTY agrees that CONTRACTOR shall have no obligation with respect to any Confidential Information that CONTRACTOR can establish was:

- a. Already known to CONTRACTOR prior to being disclosed by the COUNTY;
- b. Or becomes publicly known through no wrongful act of CONTRACTOR;
- c. Rightfully obtained by CONTRACTOR from a third party without similar restriction and without breach hereof;
- d. Used or disclosed by CONTRACTOR with the prior written authorization of the COUNTY;
- e. Disclosed pursuant to the requirement or request of a governmental agency, which disclosure cannot be made in confidence, provided that, in such instance, CONTRACTOR shall first give to the other party notice of such requirement or request;

- f. Disclosed pursuant to the order of a court of competent jurisdiction or a lawfully issued Subpoena, provided that CONTRACTOR shall take reasonable steps to obtain an agreement or protective order providing that this Agreement will be applicable to all disclosures under the court order or subpoena.

3.4 REMEDIES. CONTRACTOR acknowledges that the unauthorized disclosure of the Confidential Information will diminish the value of the COUNTY's proprietary interests therein. Accordingly, it is agreed that if CONTRACTOR breaches its obligations hereunder, the COUNTY shall be entitled to equitable relief to protect its interests, including but not limited to injunctive relief, as well as monetary damages.

3.5 DATA SECURITY. The CONTRACTOR shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations and rules.

The CONTRACTOR shall report a suspected or confirmed security breach to the COUNTY Department within twenty-four (24) hours after the breach is first discovered, provided that the CONTRACTOR shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

If any applicable Federal, State, or local law, regulation, or rule requires the CONTRACTOR to give written notice of a security breach to affect persons, the CONTRACTOR shall bear the cost of the notice.

3.6 TRAINING AND NON-DISCLOSURE. Upon request by the COUNTY, CONTRACTOR agrees to ensure compliance and the security of "confidential information" and "personal identifiable information", by having its employees, agents and subcontractors take online privacy and security awareness training provided by COUNTY, by way of an internet link or some other electronic method to be provided by COUNTY. CONTRACTOR, at the request of COUNTY, shall execute a non-disclosure agreement if, and when submitted by COUNTY.

4. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISE (MWBE) PROGRAM. It is the policy of the County to provide minorities and women-owned businesses equal opportunity to participate in all aspects of the County's contracting programs, including but not limited to, the procurement of construction, goods and services consistent with law. The County has established an ordinance and implements an MWBE Program based on the ordinance, that promotes, increases and works towards eradicating the underutilization of minorities and women-owned businesses in the County's contracting programs. As part of the implementation of the MWBE Program, Contractors shall complete **Attachment 2 – MWBE Utilization Form**, to provide the percentage/dollar value being subcontracted to any minority or women-owned business being utilized on this contract. Attachment 2 is hereby incorporated herein and made a part of this contract.

5. By execution hereof, the person signing for Contractor below certifies that he/she has read this Contract Amendment and that he/she is duly authorized to execute this contract on behalf of the Contractor.

6. Except for the changes made herein, the Original Agreement shall remain in full force and effect to the extent not inconsistent with this Amendment. In the event that there is a conflict between the Original Agreement and this Amendment, this Amendment shall control.

IN WITNESS WHEREOF, the parties have expressed their agreement to these terms by causing this Contract Amendment to be executed by their duly authorized office or agent. This Contract Amendment shall be effective as of the date herein.

COUNTY OF DURHAM

By: _____

Print Name/Title: _____

Date of Signature: _____

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Susan Tezai, Durham County Chief Financial Officer

CONTRACTOR

By: 

Print Name/Title: Hanif Sarangi, President

Date of Signature: 04/15/2020



Date: February 17, 2020

To: Barbara Torian, SAP Support Manager
200 East Main Street Floor 4M
Durham, North Carolina 27701

Re: Quote for SAP Services

Dear Ms. Torian,

Thank you for your quote request. We are proposing the following rates for the requested SAP services:

Role	Responsibilities	Hourly Consulting Rates	
		Onsite*	Remote
ABAP workbench developer	Ongoing support and configuration, troubleshooting, enhancements, and any workflow development and troubleshooting. This includes any forms development and modifications.	\$105 - \$155	\$75 - \$125
Finance functional configurator	Configurations and any research and troubleshooting resulting in subsequent tasks required to implement the configuration which may require, for example, screen changes or enhancements, form changes, etc.	\$130 - \$170	\$100 - \$140
HR functional configurator	Configurations and any research and troubleshooting resulting in subsequent tasks required to implement the configuration which may require, for example, HCM form changes, portal enhancements, etc.	\$130 - \$170	\$100 - \$140
SAP Cloud Platform Portal	Research, troubleshooting, development, testing, etc.	\$130 - \$170	\$100 - \$140
Cloud Analytics	Research, troubleshooting, development, testing, etc.	\$130 - \$170	\$100 - \$140
Success Factors	Research, troubleshooting, development, testing, etc.	\$130 - \$170	\$100 - \$140
SAP Security	Role creations, PD profiles, and troubleshooting of roles and authorizations	\$105 - \$155	\$75 - \$125
*Note: Onsite rates are based on a minimum of 1 week of onsite support. Expenses for less than 1 week of onsite support will be billed at actuals.			

Once again, thank you for contacting Phoenix for these services and feel free to me know if you have any questions. We look forward to hearing from you soon.

Best regards,

Hanif Sarangi, President
Phoenix Business Consulting
512-557-4731 (M)
rfpteam@phoenixteam.com



MWBE UTILIZATION FORM

This MWBE Utilization Form is an integral part of the contract between the County of Durham and Phoenix Business Inc. (Contractor), which contract is dated 01/23/2018. The purpose of this form is to assist in identifying minority participation associated with County contracts.

Note: If Purchasing has already performed MWBE pre-award compliance during a bid process and/or BOCC contract approval, please attach the pre-award compliance form to this form and submit with the contract. Completing the remainder of this form will not be required.

Description of Services/Goods SAP Consulting Services

Contract Amt: \$71,080.00 (orig) + \$39,999.00 (increase)= \$111,079.00 Contract Term 01/23/18-08/31/2021

Please check one:

☒ Contractor will provide 100% of the services/goods for this contract.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to a non-minority business enterprise or a non-profit.

☐ Contractor will **subcontract** a percentage of the services/goods for this contract to the minority-owned business enterprise(s) identified below.

Minority Business Enterprise Name, Address & E-Mail	Minority Category*	Description of Work	Percentage %	Dollar Value

*Minority Categories: Black/African American (B), Female (F), Hispanic (H), Asian American (A), American Indian (I)

Durham County Goals for M/WBE Participation in the Procurement of Goods, Services and Construction

Categories	Construction	Architect/ Engineer	Services	Goods	MWBE % Availability (Median Availability)
Black American	14.6	9.8	10.9	2.8	10.4%
Asian American	1.3	3.0	1.1	.43	1.3%
Hispanic American	4.2	1.8	1.1	.43	1.5%
American Indian	.65	.75	1.0	.5	.70%
White Female	13.8	11.0	9.5	7.1	10.3%
Overall MWBE Participation Goal					25.0%

This form shall accompany all contracts submitted to Purchasing.



Monday, April 6, 2020

Barbara Torian
Director – SAP Shared Services
326 East Main Street
Durham, North Carolina 27701

Re: Quotation for Durham County Support – Year 2020

Dear Barbara,

Thank you for considering Sage Group Technologies, Inc (“Sage Group”) as an SAP on-demand support partner for Durham County, NC (“County”) SAP Application support. We understand that County is looking for both Technical development and functional support as part of this general SAP support engagement. Our senior SAP Technical and Functional resources will provide SAP support services as needed. Our resources will also help business stakeholders to translate business capabilities into the appropriate solutions in SAP and other integrated applications. We are confident that our services will enhance the County staff’s abilities to address and resolve both user and SAP issues to meet County needs and shall provide the County staff the opportunity to increase staff self-sufficiency through advising, enhancing SAP applications, mentoring and knowledge transfer.

It is our understanding that Sage Group Senior ABAP, Workflow resource will provide support for technical issues and technical documentation in Finance, HR, MM. Our functional resources will provide support all aspects of Finance including: SAP FI/CO (Finance and Control), Accounts Receivable and Accounts Payable, Planning, Purchasing, Project Systems, Reporting and Financial Management applications, and configuration requirements. HR consultant will support complete SAP HCM/Success factors solution implemented at the County. The functional resources will be responsible for supporting new business initiatives as well as driving continuous improvement within SAP processes. Our resources will work under the County guidance on need basis. County SAP leadership team will be responsible for the overall management of the tasks/projects, including the consultant resources provided by Sage Group. Support requests typically are need driven and can last from a few days to few months. In such situation the County will seek the services of an experienced consultant and /or consultants to resolve an issue or drive and prototype a new business challenge or benchmark a new initiative or develop a special solution outside the scope of the SAP but interfacing with the main system.

Scope

- Provide support of SAP activities and reporting understanding business processes and performing configuration assignments.
- Diagnose and resolve application and process issues as soon as they arise
- Establish roadmaps and benchmarks
- Develop training plans
- Work as a business partner with users to evaluate / improve business processes and arrive at mutual, cost effective solutions
- Act as a change agent for business processes
- Stay current with enabling technologies and work as a partner to promote their use

SageGroup

■ ■ ■ technologies

- Lead in the evaluation/implementation of third-party software solutions
- Manage all process improvement initiatives assessing current and future state solutions contributing to improving the success of the SAP project portfolio.
- Support, advise, assist, guide and resolve problems for the business owners
- Document new and existing processes, prepare documentation for existing and new technical objects as per County documentation standards
- Support and develop detailed ABAP specifications for interfaces, user exits, and reports
- Guide the business in utilizing SAP platform functionality to the best extent possible, including review of business processes and system integration challenges
- Architect solutions to support the business needs
- Architect Management Reporting Solutions in SAP
- Perform and oversee solution/tool selection, fit-gap analysis, requirements gathering, solution design, application configuration and testing
- Lead the analysis, requirements development, design, documentation, implementation and maintenance of small to medium IT solutions for business processes
- Facilitate requirements gathering sessions and develop and/or review deliverables
- Ensure that business requirements for new initiatives are structured and documented so that deployment results in enhanced user productivity and experiences and business case objectives are met.
- Accountable for planning, reviewing, and editing project deliverables and outcomes including confirming that scope is well documented and achievable.
- Provide end user support in the Finance functional areas.
- Analyze issues and define a clear resolution to business stakeholders.
- Evaluate business functional requirements and translate into technical specifications.
- Lead projects through all phases of the Project Life Cycle
- Mentor functional analysts in configuration and understanding financial business processes
- Ensure conformance to system architecture, standards and practices
- Monitor performance of outsourced resources

Engagement Approach

We understand that County is expecting a cost-effective high-quality SAP on-demand support services. Our optimal support approach has 1)- cost effective support component and 2)- single point of contact person for hassle free project management and consistent quality support.

Sage Group will provide a team of expert SAP technical and functional consultants in as Primary and Backup resources. Sage Group will assign an account manager as a point person (POC) for coordinating periodic support request from County. Our proposed POC person will also be County's account manager and has a broad experience working with public sector clients. POC along with consultants will support County on analyzing issues, identifying solutions, estimating effort and suggesting best practices. This POC will act as a liaison between Sage Group and County for task management, progress reporting and resource management.

Sage Group is flexible in providing SAP support Onsite and remotely. Most of the SAP application support consultant either work onsite at client location or from offsite (US home state) or from offshore (India). ***Same resources who are providing remote support are also available for onsite SAP support. This approach gives us flexibility to manage aggressive project schedules and project costs.*** Sage Group POC will assist County to estimate effort and required skill set(s) for each support request. Support requests typically can last from a few weeks to few months. Sage Group will assign an experienced consultant and/or consultant(s) to resolve the issue or prototype a new business challenge or develop a special solution for the SAP.

Whenever support services need arise, County will provide support request initial problem details to POC. We propose this following high level support approach for each support request

- **Planning** - A high level plan for each request including level of effort and resource requirements. Sage Group POC will assist County for effort estimation for each type of support request.
- **Resource Assignment** - Upon County of Durham approval, engage suitable resource to perform the task suggested in support request.
- **Analysis and Design** - Analyze the changes required by the request along with functional & technical specs and other related design documents.
- **Configuration / Development** - Development and Configuration to include configurations, customizing, support for ABAP/Netweaver development or other tasks necessary to meet the identified requirements. Configuration and customizing includes IMG changes, object specific setting, database administration or technical adjustment required to perform the tasks.
- **Testing** - Migrate configuration and technical objects to test environment. Perform testing and document test results demonstrating the successful completion of each support request. Upon approval of the County, move the changes to production.
- **Knowledge Transfer** - Work with County staff to do the knowledge transfer utilizing formal training sessions, one-on-one sessions and documentation. Documentation of config, customization, and technical development will be done as per County standards for ongoing maintenance.

Typical Functional Consultant experience for County SAP Support

Consultant Position Title	Experience			
	Total	SAP	ECC 6.0	Public Sector
SAP FI/CO Consultant with PS/AA/FM/GM	14	10	8	Yes

Typical Technical Development Consultant experience for County SAP Support

Consultant Position Title	Experience			
	Total	SAP	ECC 6.0	Public Sector
SAP ABAP Consultant (Experience with FI/MM/HR/PS/AA, Workflow, WebDynpro, Portal, Adobe)	12	10	8	Yes

Costing (Hourly Rate)

Consultant Position Title	Onsite Hourly Rate	Offsite Hourly Rate	Offshore Hourly Rate
SAP Functional Consultant	\$130.00	\$110.00	\$50.00
SAP Technical Consultant	\$125.00	\$105.00	\$50.00

*** Whenever consultant is required to come onsite minimum hours of billing will be 40 hours per week.

Estimated Hours based on County's Choice of Remote Work

TBD – Support engagement is on on-demand basis. County will contact Sage Group and request consultant support as and when need arises.



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Assumptions

- Sage Group's remote resources will be working on County SAP applications through a VPN link for accessing the applications. The Sage Group's SAP support team will have access to facilities required by the team to carry out their obligations within the time limits for each support requirement including:
 - Access to the County network and SAP environment
 - Wherever required County will also provide access to DEV/Quality/Test environment
- Sage Group's onsite resources (if any) will have access to an appropriate working environment including the infrastructure, hardware and facilities.
 - Access to the County network
- County will provide security/authorizations to the consulting team as required for relevant systems.

Sage Group believes that our extensive experience in SAP rollouts and supports for fortune companies makes Sage Group an excellent strategic partner to your organization. Sage Group is committed to be a true strategic partner and consequently your success is our primary concern.

Sincerely,

Kiran Sharma

Kiran Sharma
Director
Sage Group Technologies

From: Mike Nagy <mnagy@bayforce.com>
Sent: Tuesday, February 4, 2020 6:09 PM
To: Torian, Barbara <btorian@dconc.gov>
Cc: Nicolaysen, David <dnicolaysen@dconc.gov>
Subject: follow up from Bayforce

Hi Barbara –

Thanks so much for discussing today your needs for SAP support. Looks like you have needs for ABAP, WebDynpro, Security, some functional and some Cloud services expertise. Given the wide diversity of the skill sets needing coverage and the amount of service needed, I feel Bayforce would not be a good fit for your needs. I'm pleased KP worked out for you for the Analytics support. We are open to exploring future project or support needs like that but I don't want to ever disappoint you. I think your other partners will be a better choice. Thanks for considering us.

Mike Nagy
President
Bayforce

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