

INTERNAL CONTRACT REQUISITION FORM



CONTRACTOR/VENDOR NAME: PHOENIX BUSINESS INC. dba PHOENIX BUSINESS CONSULTING VENDOR #100013793

CONTRACTOR NAME & E-MAIL (INDIVIDUAL E-SIGNING FOR THE CONTRACTOR):

VIKAS PATHAK

Print Name

vpathak@phoenixteam.com

E-Mail Address

TYPE OF CONTRACT: New ___ Renewal ___ Amendment X Services X Goods ___ Consulting ___ Construction ___ Lease ___ Other _____

SCOPE OF WORK: ADAP DEVELOPER CONSULTING SERVICES (INCREASE DUE TO CYBER ATTACK RESTORATION/COVID-19 PROJECTS)

CONTRACT AMT: \$ 111,079.00 (overall amount) + \$ 134,000.00 (increase)= \$ \$245,079.00 (total) CONTRACT TERM: 01/22/18-08/31/21 RFP/IFB/RFQ#: _____

FUNDING SOURCE: General X State ___ Federal ___ **UNIFORM GUIDANCE (UG) PROCEDURES APPLICABLE? YES ___ NO X**

ITEM LINE#	FUND	COST CENTER	G/L ACCOUNT	WBS ELEMENT (Grants/Projects Only)	GRANT NUMBER	MATERIAL GROUP#	TOTAL	I/D	ADDITIONAL INFO
1	1001010000	4200191000	5200160100			0069	\$ 245,079.00		INCREASE
2									
3									

RISK MANAGER Contract Requires Risk Management Review/Approval? YES ___ NO X

Signature: _____ Date: _____

Contract Requires BOCC Approval? YESX NO ___ Date of BOCC Approval: _____

COUNTY ATTORNEY

Reviewing Attorney: _____ Date: _____

REQUISITIONER

DocuSign E-Signature: _____ Date: _____

Print Name/E-Mail: _____

PURCHASING MANAGER

_____ Date: _____

DocuSign E-Signature

DEPARTMENT HEAD OR DESIGNEE

DocuSign E-Signature: _____ Date: _____

Print Name/Title: _____

E-Mail Address: _____

CHIEF FINANCIAL OFFICER

_____ Date: _____

DocuSign E-Signature

COUNTY MANAGER

_____ Date: _____

DocuSign E-Signature

CLERK TO THE BOARD

_____ Date: _____

DocuSign E-Signature

IS&T DEPT

_____ Date: _____

DocuSign E-Signature

FUNDS RESERVATION# _____

Purchasing Comments:

Additional Comments/Instructions by Department:

From: [Cook, Kim](#)
To: [Foy, Laura](#)
Cc: [ISTBusiness](#)
Subject: FW: contracts for Phoenix
Date: Monday, September 14, 2020 9:49:48 AM
Attachments: [image001.png](#)

Laura,

Phoenix legal approval below.

Thank you,
Kim

KIMBERLY M COOK | Senior Business Manager



200 East Main Street, 5th Floor
Durham, North Carolina 27701
Office (919) 560-7083 | Cell (984) 260-5761 | Fax (919) 560-7008 | kcook@dconc.gov

- *Be Safe, Wear a Mask, Wash Those Hands, and Practice Social Distancing (6ft)*

From: Darby, Willie S. <wdarby@dconc.gov>
Sent: Monday, September 14, 2020 9:27 AM
To: Cook, Kim <kcook@dconc.gov>
Subject: RE: contracts for Phoenix

Hi Kim:
The Phoenix Contract Amendment is hereby approved as to form. The COI is approved as well.
Thanks,
Willie

Caution: Do not click links or open attachments unless you recognize the sender and know the content is safe.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/10/2020

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 1489 W. WARM SPRINGS ROAD, #110 HENDERSON, NV 89014		CONTACT NAME: EDMUND PERLAS PHONE (A/C, No. Ext): (818) 543-1403 FAX (A/C, No): (818) 543-1134 E-MAIL ADDRESS: edmund@perlasinsurance.com	
		INSURER(S) AFFORDING COVERAGE INSURER A: PHILADELPHIA INDEMNITY INSURANCE CO.	
		NAIC # 18058 A++ XV	
INSURED PHOENIX BUSINESS INC. DBA: PHOENIX BUSINESS CONSULTING 6021 MIDNIGHT PASS RD., # 3 SARASOTA FL 34242		INSURER B: HARTFORD INSURANCE COMPANY INSURER C: INSURER D: INSURER E: INSURER F:	
		19682 A+ XV	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			PHPK2164196	07/29/2020	07/29/2021	EACH OCCURRENCE	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		X				DAMAGE TO RENTED PREMISES (Ea occurrence)	
	<input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	
GEN'L AGGREGATE LIMIT APPLIES PER:							\$ 2,000,000	
							\$ 100,000	
							\$ 5,000	
							\$ 2,000,000	
							\$ 3,000,000	
							\$ 3,000,000	
							\$	
A	AUTOMOBILE LIABILITY			PHPK2164196	07/29/2020	07/29/2021	COMBINED SINGLE LIMIT (Ea accident)	
	<input type="checkbox"/> ANY AUTO		X				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	
							\$	
							\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB		X	PHUB733111	07/29/2020	07/29/2021	EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ 10K						\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			57 WEC AB7G6L	06/14/2020	06/14/2021	<input checked="" type="checkbox"/> WC STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N <input type="checkbox"/>	N / A				X	E.L. EACH ACCIDENT
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE
								E.L. DISEASE - POLICY LIMIT
							\$ 1,000,000	
							\$ 1,000,000	
A	TECHNOLOGY E&O		X	PHPK2164187	07/29/2020	07/29/2021	EACH OCCURRENCE - \$ 1,000,000	
	\$50K DEDUCTIBLE						GENERAL AGGREGATE - \$ 3,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

COUNTY OF DURHAM
 ATTN: PURCHASING DEPARTMENT
 200 E, MAIN STREET BSMT 4
 DURHAM, NC 27701

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

**NORTH CAROLINA
DURHAM COUNTY**

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT is made and entered into this 6th day of August 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”); and

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 through 08/31/2021.
2. The compensation paid to Contractor shall be an amount not to exceed \$ 245,079.00
. (existing-\$111,079.00 + increase \$134,000.00) for a total of \$ 245,079.00.
3. **INDEMNIFICATION.** To the fullest extent permitted by law, COUNTY hereby reserves the right to recover legal expenses including attorney fees, litigation expenses and court costs as well as actual damages or losses suffered by COUNTY, if CONTRACTOR is found to be a proximate cause of damages or losses suffered by COUNTY, resulting from CONTRACTOR’s performance during the execution of this Contract.
4. **SECURITY BACKGROUND CHECKS.** The Contractor is responsible for requesting and paying for criminal history checks on all individuals providing services under this contract who will be obtaining COUNTY identification badges and allowed unescorted access to COUNTY facilities. Background checks can be provided by any vendor, or from a North Carolina State agency, providing that the criminal history check is done nationwide. The Sheriff’s Office will conduct background investigations for those Contractor employees who will be working at the Courthouse or Detention Center. A criminal history will not automatically disqualify a Contractor employee from employment on a COUNTY contract unless explicitly mandated by law.

The Contractor will send the results of the background checks, prior to commencing work at Durham County Government, to their County point of contact who will provide them to the Durham County Security Manager. The Security Manager will individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in Durham County buildings. The Security Manager will consult the Legal Office, as needed, on any negative determinations. The Security Manager will notify the Contractor's County point of contact of the results of the review. A Contractor can appeal a negative determination by the Security Manager to the County Manager or his designee for final disposition. Appeals need to be submitted in writing to the contract point of contact within 30 days of notice of a decision to remove or deny an individual from working the County contract due to adverse information in the background check.

This information shall be updated annually by the Contractor, 90 days prior to the renewal or extension of the contract and submitted to their County point of contact who will provide them to the Durham County Security Manager. Personnel without a currently approved background check will have their access to those buildings disabled.

Additional background screening may be necessary at specific COUNTY buildings. The Contractor shall provide names of all individuals in the Contractor communications log and to the COUNTY Representative. This information will be reviewed annually.

For those Contractor employees who will be working at the Courthouse or Detention Center, the Sheriff's Office will make the security determination. The Contractor will provide the results of their background check to the Major for Support Services who will conduct an additional investigation and then individually assess and determine the degree to which the nature of a person's criminal conduct has a direct and/or specific negative bearing on a person's fitness or ability to perform contract services in the Courthouse or Detention Facility. A Contractor can appeal a negative determination to the Chief Deputy for final disposition. Appeals need to be submitted in writing to the Chief Deputy within 30 days of notice of a decision to remove or deny an individual from working the contract due to adverse information in the background check. While an appeal is pending, the employee will not be allowed access to the Courthouse or Detention Facility.

This information will be updated by the Contractor and submitted to the Sheriff's Office annually, 90 days prior to the renewal or extension of the contract. Personnel without a currently approved background check will have their access to those buildings restricted.

- 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

CONTRACTOR

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

Date of Signature: _____

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



Date: August 6, 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 for the requested SAP services:

Role	Responsibilities	Hourly Consulting Rates	
		Onsite*	Remote
COVID-19 Configurators	Create new forms, wage types, development, schemas and all tasks specific to what is needed to support the implementation of COV-19 reporting	N/A	\$130
Cyber Restoration Configurator	Create new forms, wage types, balance payroll runs and the FI General ledger and all tasks specific to the restoration of the payrolls.	N/A	\$130
Payroll Backup Support**	Available 8 hours a week to support the work assignments and tasks as required to support the HR SAP Senior Analyst	N/A	\$130
FI Backup Support**	Available 8 hours a week to support the work assignments and tasks as required to support the FI SAP Senior Analyst	N/A	\$130
HANA Administrator**	Share knowledge of the HANA environment, it's architecture and basic administration	N/A	\$130
HANA Developer**	Share knowledge of the architecture and the development environment	N/A	\$130
*Note: No onsite work anticipated.			
** The 16 hours of work per week for Payroll and FI could be shared with the HANA Administrator and HANA Developer resources			

This is an addition to the previous amendment. Current support resources such as Padma Pendyala, Prem Juvvadi, Matt Wing, Ravi Chadawada will continue to provide support.

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



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