

**Solicitation Number: RFP #090320****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Phoenix Business Inc. dba Phoenix Business Consulting, 6021 Midnight Pass Road, Unit 3, Sarasota, FL 34242 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

- A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.
- B. EXPIRATION DATE AND EXTENSION. This Contract expires November 2, 2024, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. SURVIVAL OF TERMS. Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

- A. EQUIPMENT, PRODUCTS, OR SERVICES. Vendor will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Vendor's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract. Vendor offers SAP software as an authorized reseller and all software license subscriptions are subject to SAP cloud software terms and conditions.

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

C. **DEALERS, DISTRIBUTORS, AND/OR RESELLERS.** Upon Contract execution, Vendor will make available to Sourcewell a means to validate or authenticate Vendor's authorized dealers, distributors, and/or resellers relative to the Equipment, Products, and Services related to this Contract. This list may be updated from time-to-time and is incorporated into this Contract by reference. It is the Vendor's responsibility to ensure Sourcewell receives the most current version of this list.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

Vendor must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcwell may declare the Vendor in breach of this Contract if the Vendor intentionally delivers substandard or inferior Equipment or Products. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Vendor as soon as possible and the Vendor will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

B. SALES TAX. Each Participating Entity is responsible for supplying the Vendor with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Vendor may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Vendor determines it will offer Hot List Pricing, it must be submitted electronically to Sourcwell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcwell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Vendor may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcwell Price and Product Change Request Form to the assigned Sourcwell Contract Administrator. This form is available from the assigned Sourcwell Contract Administrator. At a minimum, the request must:

- Identify the applicable Sourcwell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Vendor understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Vendor's employees may be required to perform work at government-owned facilities, including schools. Vendor's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. **ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM.** Additional terms and conditions to a purchase order may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. **PERFORMANCE BOND.** If requested by a Participating Entity, Vendor will provide a performance bond that meets the requirements set forth in the Participating Entity's order.

D. **SPECIALIZED SERVICE REQUIREMENTS.** In the event that the Participating Entity requires service or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in this Contract, the Participating Entity and the Vendor may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

E. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the goods to be purchased;
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements; or
3. Vendor commits any material breach of this Contract or the additional terms agreed to between the Vendor and a Participating Entity.

F. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Vendor will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Participating Entity inquiries; and
- Business reviews to Sourcwell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Vendor must perform a minimum of one business review with Sourcwell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Vendor must provide a contract sales activity report (Report) to the Sourcwell Contract Administrator assigned to this Contract. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Vendor must submit a report indicating no sales were made).

The Report must contain the following fields:

- Customer Name (e.g., City of Staples Highway Department);
- Customer Physical Street Address;
- Customer City;
- Customer State/Province;
- Customer Zip Code;
- Customer Contact Name;
- Customer Contact Email Address;
- Customer Contact Telephone Number;
- Sourcwell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcwell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Vendor.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the

address above "Attn: Accounts Receivable." Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Vendor agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Vendor is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Vendor in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Vendor's Authorized Representative is the person named in the Vendor's Proposal. If Vendor's Authorized Representative changes at any time during this Contract, Vendor must promptly notify Sourcewell in writing.

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. **ASSIGNMENT.** Neither the Vendor nor Sourcewell may assign or transfer any rights or obligations under this Contract without the prior consent of the parties and a fully executed assignment agreement. Such consent will not be unreasonably withheld.

B. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been fully executed by the parties.

C. **WAIVER.** If either party fails to enforce any provision of this Contract, that failure does not waive the provision or the right to enforce it.

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of 6 years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

13. GOVERNMENT DATA PRACTICES

Vendor and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Vendor under this Contract.

If the Vendor receives a request to release the data referred to in this article, the Vendor must immediately notify Sourcewell and Sourcewell will assist with how the Vendor should respond to the request.

14. INDEMNIFICATION

As applicable, Vendor agrees to indemnify and hold harmless Sourcewell and its Participating Entities against any and all suits, claims, judgments, and costs instituted or recovered against Sourcewell or Participating Entities by any person on account of the use of any Equipment or Products by Sourcewell or its Participating Entities supplied by Vendor in violation of applicable patent or copyright laws.

15. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
 - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Vendor individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Materials should be sent to the Sourcewell Contract Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Vendor must not claim that Sourcewell endorses its Equipment, Products, or Services.

16. GOVERNING LAW, JURISDICTION, AND VENUE

Minnesota law governs this Contract. Venue for all legal proceedings out of this Contract, or its breach, must be in the appropriate state court in Todd County or federal court in Fergus Falls, Minnesota.

17. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcwell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcwell and the Vendor will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcwell or Vendor may escalate the resolution of the issue to a higher level of management. The Vendor will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Vendor must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Vendor fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, any additional costs incurred by Sourcwell and/or its Participating Entities as a result of such failure to proceed will be borne by the Vendor.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

Written notice of default and a reasonable opportunity to cure must be issued by the party claiming default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

20. INSURANCE

A. REQUIREMENTS. At its own expense, Vendor must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Vendor will maintain umbrella coverage over Workers' Compensation, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability.* During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Vendor will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Vendor's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Vendor to maintain the required insurance will constitute a material breach entitling Sourcwell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcwell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcwell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcwell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without 30 days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within 10 days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

C. **ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE.** Vendor agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Vendor's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Vendor, and products and completed operations of Vendor. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. **SELF-INSURED RETENTIONS.** Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Vendor must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Participating Entities.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Vendor certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during

this Contract Vendor declares bankruptcy, Vendor must immediately notify Sourcewell in writing.

Vendor certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Vendor further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 C.F.R. § 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” The equal opportunity clause is incorporated herein by reference.

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations

issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Vendor certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Vendor must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Vendor further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Vendor must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Vendor must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Vendor agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

24. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

*** Signature Page Follows ***

RFP 090320 - Public Sector and Education Administration Software Solutions with Related Services

Vendor Details

Company Name: Phoenix Business Inc.
Does your company conduct business under any other name? If yes, please state: Phoenix Business Consulting
Address: 6021 Midnight Pass road
Unit 3
Sarasota, Florida 34242
Contact: John Eagles
Email: rfpteam@phoenixteam.com
Phone: 626-375-3994
Fax: 512-557-4731
HST#: 364217363

Submission Details

Created On: Tuesday August 25, 2020 08:23:51
Submitted On: Thursday September 03, 2020 09:08:07
Submitted By: John Eagles
Email: rfpteam@phoenixteam.com
Transaction #: 28694acd-128f-4dbd-a445-7237c6cc40c1
Submitter's IP Address: 107.77.215.151

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark "NA" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Phoenix Business Inc. dba Phoenix Business Consulting
2	Proposer Address:	6021 Midnight Pass Road, Unit 3 Saraspta, FL 34242
3	Proposer website address:	www.phoenixteam.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Hanif Sarangi, President 6021 Midnight Pass Road, Unit 3, Sarasota, FL 34242 rfpteam@phoenixteam.com 512.557.4731
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jay Winchester, Proposal Manager 6021 Midnight Pass Road, Unit 3, Sarasota, FL 34242 rfpteam@phoenixteam.com 813.298.7024
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
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7	<p>Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.</p>	<p>Phoenix Business Consulting is one of the nation's leading SAP Public Sector consulting firms. As our name implies, we are in the business of transformation. Through the measured application of our expertise, industry Leading Practices and the SAP Enterprise Resource Planning (ERP) software platform, we help organizations transform their business processes and legacy infrastructure into a modern, fully integrated solution that enables them to better serve their constituents and shareholders. We've worked with numerous entities in both the Public and Private Sector. In fact, our Public Sector practice is one of the strongest in the nation. Our proven methodologies, project accelerators, and unique approach to change management have enabled our clients to dramatically streamline their operations and experience an increased Return on Investment (ROI) for every technology dollar spent.</p> <p>Phoenix was founded by a group of former SAP Instructors and ex-"Big 4" consultants. Our firm has been providing innovative and cost-effective Enterprise Resource Planning (ERP) and support solutions to cities, universities, school districts, transportation agencies, utilities, federal, state, and local governments for over 20 years.</p> <p>Specializing in SAP Public Sector and Utilities implementations, the founders are recognized experts in their field. Their early achievements included helping develop the initial Funds Management (FM) functionality for SAP North America at the University of Toronto in 1993/1994 and the Massachusetts Institute of Technology (MIT) in 1994/1995. By leveraging the successful implementation of these projects, they established Phoenix in 1998 to provide a comprehensive consulting resource for SAP's Public Sector and Utilities customers.</p> <p>Over the years, Phoenix has implemented and/or supported SAP at over 80 Public Sector institutions, with a 100% success rate. This claim isn't hyperbole. We are proud of the work done at every one of our County sites and are happy to provide any number of references beyond what has been included in our response. This unrivaled success rate stems from our commitment to working as true partners with our Clients throughout the lifecycle of their project, ensuring a successful implementation every time.</p> <p>We offer a skilled team of SAP professionals widely recognized as the best in North America. Their expertise coupled with our singular focus on the unique requirements of Public Sector organizations makes Phoenix the logical choice for our Public Sector Clients.</p> <p>Our firm's strength stems from our flexibility and our innate capacity to work collaboratively as joint stakeholders on every County engagement. By working closely with our Clients to thoroughly understand their technical, functional, and business environments, we deliver tailored solutions to meet, and often exceed, their expectations.</p> <p>Providing outstanding County service is also a core element of our engagement approach. From day one, we instill in our consultants that excellence in service delivery is our highest priority. For this reason, our clients often retain our services for many years after we have completed an initial engagement.</p>
8	<p>What are your company's expectations in the event of an award?</p>	<p>Phoenix anticipates that it receives a 'fair share' of leads and opportunities from Sourcewell participating agencies. Our aim- ultimately- is to become Sourcewell's vendor of choice for those participating entities expressing an interest in SAP solutions for ERP/Financial Management (SAP S/4HANA and SAP Business ByDesign), Human Resources (SAP SuccessFactors), Travel & Expense Management (SAP Concur), advanced analytics and reporting (SAP Analytics Cloud) and connecting vendors with suppliers (SAP Ariba). As an SAP Gold Partner with extensive experience in servicing Public Sector organizations in both the United States and Canada, we anticipate receiving qualified leads from potential customers that include Federal, State, County and City governments, Education service co-operatives, K-12 and Higher Ed entities, non-profits, utilities, transportation agencies and other public entities in those countries. We also anticipate some level of effort from Sourcewell to help us market our solutions and services to its participating agencies.</p>
9	<p>Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.</p>	<p>Phoenix has been profitable every year of its 22 year history. As a private corporation, Phoenix has no statutory requirement to perform audits of its financial statements and therefore has not performed audits of its financial statements. Phoenix can and will provide Sourcewell with copies of our Corporate Financials and Tax Returns, upon being down selected.</p>
10	<p>What is your US market share for the solutions that you are proposing?</p>	<p>Although there is no firm data to support it, and SAP itself does not release this type of information, Gartner- a recognized authoritative voice in technology research- in 2019 estimated SAP's market share of the global ERP market to be 22%. Given this, as well as the company's predominance in the US, we estimate SAP's market share to be 22%.</p>

11	What is your Canadian market share for the solutions that you are proposing?	Again, although there is no firm data to support it, and SAP itself does not releases this type of information, Gartner- a recognized authoritative voice in technology research- in 2019 estimated SAP's market share of the global ERP market to be 22%.Given this, as well as the company's predominance in Canada, we conservatively estimate SAP's market share to be 27% of the Canadian market and possibly greater.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Phoenix has never petitioned for bankruptcy.	*
13	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	While some describe Phoenix as a distributor, a dealer and a reseller of SAP solutions and accompanying services, we are a service provider of SAP solutions, solution implementation and solution support services. SAP resellers are all independent organizations. Phoenix is an SAP Gold Partner an authorized reseller of SAP software. All of the sales, marketing and demos are done by Phoenix employees. Phoenix services are delivered by Phoenix employees in combination with 1099 contractors with whom Phoenix has an ongoing relationship with and in cases where certain specialized industry knowledge is required.	*
14	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Phoenix is an SAP Gold Partner authorized to act as a reseller of SAP solutions and related services, which is a designation not many implementation firms specializing in ERP and other solution deployments either achieve or enjoy. SAP designates as Gold Partners those organizations which perform at a high level across their entire business and demonstrate a strong commitment to delivering business value to our customers. The designation is points-driven and involves a rigorous examination where SAP allocates points in key areas such as competency and strategic alignment. However, this is not an achievement that allows an organization to rest on its laurels; Gold Partners are evaluated periodically (currently twice a year) and cannot achieve gold status on the basis of either business performance or size of customer base alone. The Gold Partner designation means Sourcewell and its participating agencies can count on our company's expertise, reputation and experience in every engagement.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	This does not apply to Phoenix since we have never been suspended or debarred.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Phoenix is an SAP Gold Partner authorized to act as a reseller of SAP solutions and related services, which is a designation not many implementation firms specializing in ERP and other solution deployments either achieve or enjoy. SAP designates as Gold Partners those organizations which perform at a high level across their entire business and demonstrate a strong commitment to delivering business value to our customers. The designation is points-driven and involves a rigorous examination where SAP allocate points in key areas such as competency and strategic alignment. However, this is not an achievement that allows an organization to rest on its laurels; Gold Partners are evaluated periodically (currently twice a year) and cannot achieve gold status on the basis of either business performance or size of customer base alone. The Gold Partner designation means Sourcewell and its participating agencies can count on our company's expertise, reputation and experience in every engagement.
17	What percentage of your sales are to the governmental sector in the past three years	Over the last three years, 90% of all Phoenix sales have come from the governmental sector.
18	What percentage of your sales are to the education sector in the past three years	Over the last three years, 50% of all Phoenix sales have come from the governmental sector.
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Phoenix enjoys the following relationships with these agencies: <ul style="list-style-type: none"> • California Multiple Awards Schedule (CMAS) - Contract #: 3-15-70-3202-A; Annual Sales Volume= Approximately \$1 million • Florida IT Staff Augmentation Services (ITSAC) - Contract #: 80101507-SA-15-1; Annual Sales Volume= Approximately \$1 million • New York Project Based IT Consulting Services (PBITS) - Contract #: PB121AA; Annual Sales Volume= Approximately \$100K • Texas Department of Information Resources (DIR) - Contract #: DIR-TSO-3613; Annual Sales Volume= Approximately \$100K
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Durham County	Barbara Torian	(919) 560-7090
Brevard County	Lois Boisseau	(321) 877-1551
Collier County	Tracey Payne	239-252-8012

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Los Angeles Unified School District	Education	California - CA	Implementation of SAP ERP financial and procurement solutions, project management and production support	Significant; 45,000 teachers and 38,000 other employees in close to 1,000 schools	\$45M
Houston Independent School District	Education	Texas - TX	Implementations of SAP ERP financial and procurement solutions, production support, project management	Significant; 30,000 employees in close to 283 schools	\$25M
Miami Dade County Public Schools	Education	Florida - FL	Implementations of SAP ERP financials and procurement	Significant; 50,000 employees in close to 850 schools	\$25M
City of Toledo	Government	Ohio - OH	Project management, training, production support, implementation of SAP financials, purchasing, asset management, etc	Medium; 3,000 employees	\$10M
Monroe County (NY)	Government	New York - NY	SAP ERP System upgrade to new version, production support	Medium; 5,000 employees	\$8M

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcwell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *
23	Sales force.	Phoenix has a total sales force comprised of eight (8) employees. The geographical breakdown is as follows: <ul style="list-style-type: none"> • One (1) in Florida • Three (3) in Texas • One (1) in South Carolina • One (1) in Utah • Two (2) in California Their efforts are supported by two account managers, a four-member proposal team and a marketing specialist.
24	Dealer network or other distribution methods.	N/A
25	Service force.	Currently, our service force is estimated at 130 consultants who are spread geographically across the country and are available to work at any client site in any client engagement.
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Phoenix has an extremely customer-centric service delivery team. Each customer account has an account manager available to answer client questions or concerns. For a fee, Phoenix can provide service levels tailored to the individual's client requirements and needs.
27	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in the United States.	Given that the vast bulk of our business over the last 22 years has been providing SAP solutions and accompanying services to the Public Sector here in the United States, we would most certainly welcome the opportunity to provide those solutions and services to Sourcwell's in-country participating entities.
28	Identify your ability and willingness to provide your products and services to Sourcwell participating entities in Canada.	Phoenix is always willing to provide SAP solutions and accompany services like solution implementation to Sourcwell participating entities in Canada. There are however, those Canadian entities who insist on having their data reside within Canadian borders. This is problematic for us since SAP does not have a data center residing in Canada.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	Other than any restrictions on in-country data residence within Canada there are no geographic areas in either country that we are unwilling or unable to fully serve.
30	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	At this time, there are no Sourcwell participating entity sectors we will not be fully serving.
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions involving participating entities in Hawaii, Alaska or US territories. Phoenix has in fact has done and is doing work in Alaska and has done work in Hawaii. We welcome the opportunity to work in any of these regions under whatever contractual arrangements may exist.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	In addition to continuing the traditional outbound marketing activities that make sense for promoting this contract opportunity, we are sharpening our focus on consistent use Digital Marketing/Social selling activities such as system- and industry-specific webinars and our ongoing Intelligent Enterprise blog series that invite interactions with potential customers and either will contain a brief mention and summary of this opportunity as well as possible blog topics focused on why co-ops are meaningful and a source of good value particularly in the current environment. Central to this is the development of customer personas, applicable keyword strategies and industry research that provide deeper insights into possible market-entry tactics and strategies that we think will draw the interest of our current client base. Our own internal research confirms that the consistent application of these approaches proves to be highly effective in the long run, thus providing better traction in exposing our industry package offerings to potential clients. Our array of marketing activities where we can promote this opportunity includes: Industry Conferences * Exhibits * Sponsorships * Digital Marketing/ Social Selling Activities *SAP SEO Full Marketing Service * Social Media content * Advertising Promotion *Targeted Customer Acquisition Digital Marketing Campaign * Blogs \ E-books * Webinars * Audience generation and Event Execution * Video Testimonial (and other video assets) * Podcasts (audio/visual) * Customer Success Story/Case Study promotion.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Phoenix Business Consulting uses social media and tracks all website traffic and all digital marketing channels. We use this data to maintain and create our corporate messaging to ensure that what we offer is recognized by and appropriate to our client base. With social media being a key part of our marketing mix, we must be able to quantify how the channels are driving more traffic. First, we must understand what social media metadata is, and how to collect it. On all of our social media channels (LinkedIn, Facebook, Twitter and Instagram) we are able to measure the social data such as shares, likes, conversions, comments, mentions, impressions and clicks. By knowing these metrics, we are able to see which posts on which platform performs best in order to continuously enhance our marketing effectiveness.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We would consider it an honor to use Sourcewell contract opportunities as part of our Phoenix marketing mix.. As a trusted partner of Sourcewell, we would market this contract opportunity to any and all potential clients for whom it makes sense and is a good fit.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	No, our products and services are not made available through an e-procurement ordering process.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	In addition to formal solution training that is delivered during implementation (included in our implementation costs), we also offer free webinars to enhance training and learning. SAP offers a slew of product-related training on youtube and SAP's OpenSAP site offers product and solution-oriented training. Also, the solutions themselves have built-in training videos and extensive help centers that augment the training received during the project.

37	Describe any technological advances that your proposed products or services offer.	<p>Today, most organizations have more data available to them than they can collect, much less interpret and act on, so a great deal of that data goes under-analyzed and/or unused. SAP looked at that dilemma and determined that the best way for any City government to ensure that it reaches timely and mission-critical decisions that deliver positive impacts is to make sure it collects and connects two key types of data: Operational data (referred to as 'O Data'); and Experience data (referred to as 'X Data'). Collecting and connecting these two data types is vital to ensuring both the success of the City's service initiatives and the achievement of its organizational goals and objectives. SAP defines these data types this way:</p> <ul style="list-style-type: none"> • O Data looks at transactions from a business point of view. This is the data and information that flows within the organization as it follows the day-to-day course of normal business processes. In essence, it reveals what happens. • X Data provides insights into why something happens. It is gathered by capturing human sentiment from customers, employees, and business partners at key moments to provide an immediate understanding of the quality of their experience. This is particularly important as we look at providing the best possible business outcome. <p>Here is an example of how and why gathering and connecting X and O data matters: Although every organization has identified how the impact from a change in customer service center hours may result in a change in comments in the feedback loop, few have the ability to pull all that relevant data together in real-time to truly leverage it in a meaningful way that helps transform their operations.</p> <p>SAP is the only company that can provide an end-to-end solution designed and developed specifically to gather experience feedback from citizens, employees, and other sources and combine the data in a real time platform to provide new insights that empower leaders to make truly informed decisions in real time.</p> <ul style="list-style-type: none"> • Visibility: The ability to collect and connect data that was previously siloed and to recognize unseen patterns within that data. • Focus: The ability to simulate the impact of potential options and direct restricted resources to those areas carrying with them maximum organizational impact. • Agility: The ability to respond more quickly to opportunities and challenges in the marketplace and within the organization itself, and to pivot processes toward the desired outcomes. <p>The outcomes of these new capabilities include:</p> <ul style="list-style-type: none"> • Redefined and increased awareness of the end-to-end customer experience and its impact on the organization. • Delivery of a step change in productivity • Transformation of, and accompanying increase in, workforce focus and engagement <p>A client organization that uses advanced technologies such as augmented analytics, AI, Machine Learning and in-memory data management in the cloud to both collect and connect these two data types achieves a high level of operational efficiency in delivering quality experiences to citizens, employees and other constituents. Both SAP and Phoenix define such an organization as an Intelligent Enterprise. By adopting our proposed solutions, clients tap into the advanced, robust, flexible and scalable innovative technologies recommended by SAP that have been proven capable of delivering vital intelligence that not only improves real-time decision making but can also help clients predict future behavior and outcomes. This in turn enables clients to better guide its success in the future while improving the lives and well-being of its citizens. Our proposal aims to help clients achieve these two crucial outcomes.</p> <p>SAP ERP solutions S/4HANA and Business ByDesign utilize SAP HANA as its database. SAP HANA is a revolutionary, in-memory database providing timely business insights through high-speed, integrated analytics and reporting. The in-memory computing power of SAP's HANA platform is implemented in thousands of installations world-wide, including approximately 80 million SAP ERP Cloud users.</p> <p>SAP Business ByDesign utilizes in-Memory technology enabling users to make better decisions faster. The two primary characteristics are: usage of a column-oriented in-Memory database and the inclusion of in-Memory based search and analytics into all parts of the solution.</p> <p>The usage of in-Memory technology overcomes the traditional barriers between transactional and analytical applications and supports comprehensive search capabilities for the end user.</p> <p>The HANA in-memory technology allows users to use the same database for both analytical and transactional purposes without a loss in performance. This greatly simplifies your system architecture and offers both short- and long-term advantages in total cost of ownership.</p>
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38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>As a provider of SAP/IT consulting services, Phoenix utilizes many practices to reduce our environmental footprint. We use sustainability practices such as recycling, conservation of water and office supplies, telecommuting, and use of energy efficient equipment. We advocate the use of remote meetings, virtual offices, and e-rooms where people can collaborate and work from disparate locations.</p> <p>The largest impact for reducing our organizational carbon footprint is addressed in our policies/procedures for travel. During any engagement, every effort is taken to source staffing locally or within the customer region. For travelling consultants, rental car sharing and carpooling are encouraged. Travel can also be mitigated by utilizing long term stay housing which can be shared by multiple consultants.</p> <p>Phoenix’s sustainability practices are built around our tenets to Recycle, Reuse and Reduce. The policies and practices followed by Phoenix include:</p> <ul style="list-style-type: none"> • Use of paper with 30% post-consumer content • Recycling of paper and other pulp materials • Recycling of aluminum cans and containers • Recycling of plastic water bottles and containers • Recycling of batteries from laptops and other devices • Recycling of printer components • Recycling of office equipment • Reduction of paper usage by printing double-sided, use of single spacing, and lesser print margins • Reduction of travel through telecommuting, local and remote sourcing, and teleconferencing • Reduction of material waste through use of virtual offices, e-rooms and other collaborative tools • Use of Energy Star compliant equipment <p>In 2019, SAP received numerous awards and recognition for our performance related to sustainability:</p> <ul style="list-style-type: none"> • Dow Jones Sustainability Indices: SAP ranked as software sector lead for the 13th consecutive year • FTSE4GOOD: SAP remains a constituent of the FTSE4GOOD Index Series • SAP has been reconfirmed as the constituent of the Ethibel Sustainability Index (ESI) Excellence Europe and the Ethibel Sustainability Index (ESI) Excellence Global • AAA ranking by MSCI • In both the Vigeo Eiris ESG rating as well as in the EcoVadis CSR rating, SAP has reached the highest performance level “advanced” and “gold”, respectively 	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<ul style="list-style-type: none"> • Dow Jones Sustainability Indices: SAP ranked as software sector lead for the 13th consecutive year • FTSE4GOOD: SAP remains a constituent of the FTSE4GOOD Index Series • SAP has been reconfirmed as the constituent of the Ethibel Sustainability Index (ESI) Excellence Europe and the Ethibel Sustainability Index (ESI) Excellence Global • AAA ranking by MSCI • Vigeo Eiris ESG rating as well as in the EcoVadis CSR rating, SAP has reached the highest performance level “advanced” and “gold”, respectively 	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>SBE: LAUSD WMBE: City of Toledo; CA Public Utilities Commission</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	<p>As to the unique attributes offered by Phoenix, we offer these for your consideration: We have been in business for 22 years and have never had a failed implementation of SAP solutions; We are an SAP Gold Partner, a trusted designation meaning that SAP has scrutinized our business and determined that we can be trusted to deliver a level of excellence in service beyond the norm; We are a full service provider of SAP solutions; We can deliver and implement the full suite of SAP Intelligent Enterprise solutions for ERP, Human Resources (HXM); we helped create and define SAP’s Best Practices for the Public Sector; We deliver best in class services and applications; and our leadership team offers more than 150 cumulative years of SAP experience and expertise. Phoenix also offers fixed bid services and includes a number of rapid deployment solutions specifically tailored to Public Sector and higher education. Phoenix has developed a number of proprietary solutions specific to Public Sector.</p>	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	SAP warrants its software and that warranty is in effect as long as the Sourcewell participating entities maintain their subscriptions. Phoenix provides a warranty on its service work as per our Professional Services Agreement. *
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, the warranties do not impose usage restrictions or other limitations that adversely affect coverage. *
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	N/A *
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We can provide SAP certified, trained consultants at any client locations; However, this is subject to prevailing COVID travel restrictions. *
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	N/A *
47	What are your proposed exchange and return programs and policies?	For existing legacy SAP ECC customers, trade-in options are available for facilitating moves to current SAP Cloud Platform products. *
48	Describe any service contract options for the items included in your proposal.	<p>Phoenix Application Managed Services</p> <p>Phoenix offers its own 'white glove' Application Managed Services, featuring a premium service offering staffed by highly qualified, extremely knowledgeable Phoenix support teams. The following graphics provide an overview of the Phoenix Application Managed Services (AMS):</p> <p>Our hours of operation for AMS support are:</p> <ul style="list-style-type: none"> • 07:00 AM to 07:00 PM CST, M-F • The Phoenix Offshore Support Team can provide 24/7 support, if the client so desires. • US holidays are excluded from these support hours <p>Other features of our AMS program are:</p> <ul style="list-style-type: none"> • On-call support for priority tickets • Dedicated telecom bridge for communication • Extended availability of the support team for month-end processes • SLA-based support • Live Interaction with the Phoenix Support Team during the CST working hours • On-site team responsibility • Minimum communication gap • Support calls made outside o the window mentioned above are treated as being outside the normal support hours <p>Phoenix AMS Models of Support</p> <p>We offer a variety of models for your AMS support:</p> <ul style="list-style-type: none"> • Onsite. Support is housed at the client location and responsibilities are shared between Phoenix Consultants and Client IT resources. • Offsite. Support is housed at a Phoenix US location and responsibilities are shared between Phoenix Consultants and Client IT resources. • Offshore Dedicated. Support is housed at a Phoenix India location and responsibilities are shared between Phoenix Consultants and Client IT resources. • Offshore Shared. Support is housed at a Phoenix India location and responsibilities are shared between Phoenix Consultants and more than one (1) set of Client IT resources. • There is a hybrid support model which combines aspects of all others. <p>Phoenix AMS Features & Benefits</p> <p>Our AMS solution offers our valued clients the following value-add features and benefits:</p> <ul style="list-style-type: none"> • Health Check - Phoenix checks existing data integrity logs, quarterly, to make sure data objects and transactions are completing without error. • Best Practice Review – Is your system set up correctly for maximum transaction processing? Are you performing redundant or unnecessary steps? We review document queues and logs for transaction processing to identify potential weaknesses and offer suggestions for improvement. • Optimization – Our team reviews enabled functionality for utilization. There may be functionality that is available that is not being used. This may be something that was overlooked by the original implementation partner or it may be something that has been added via an upgrade since the system was implemented. *

- Creation of Standard Operating Procedures – We create a custom SOP document with system screen shots from your SAP Business ByDesign tenant.
 - End User Education – Phoenix can provide Online Training, Train the Trainer or On-Premise training. We can define a training program to suit your employees. For On-Premise training, the client is responsible for T&E.
 - Road Map Overview – SAP Business ByDesign is updated 4 times a year. Has functionality been added that the client can use? Or is something on the horizon that might solve a problem? We keep our clients up to date with the road map to ensure that they are getting the most from their subscription.
 - Quarterly Financial Boot Camp – This 8-week online boot camp is designed to improve financial processing. Our team automates processes, improves collections, ensures inventory is properly counted and valued, automates the close, reduces the monthly close to as few as three (3) days. This is included at no cost if Phoenix is your Partner of Record (POR). Otherwise, it's a flat fee of \$500 for the 8-week camp.
 - Manage add-ons – We review the data exchanges with other core SAP products such as S4, ECC, Ariba, Business Analytics, or native solutions.
 - Training Library – We offer an extensive library of training materials specific to the 35 most common end-to-end ByDesign Business Scenarios
 - Report Creation – We develop custom reports, Dashboards & KPI's to your specifications
 - We create new Forms or Templates, or modify existing ones
 - License Audit – We review available licenses against named users.
- * Custom Development via the SDK. By quote only.

Why Choose Phoenix for AMS Support?

The reasons are many; Here are just a few...

- We are easy to work with
- We offer proven value through providing expertise at low cost
- We offer flexible AMS delivery models
- We provide you with a dedicated Account Manager
- We bring to the table AMS experience that is rich and deep
- We are service-oriented
- We operate as your Trusted Advisor
- We have over 100+ referenceable clients
- We provide automation tools, accelerators and proven methodologies
- We give you one interface for all your systems support requirements

Our Pricing for Phoenix AMS Support

There are three tiers to the monthly pricing of our AMS Support and they are described as follows:

1. Standard Tier. At this tier, the client pays for support by the hour at the rate of \$150.00 per hour. This tier features a month-to-month option.
2. Premium Tier. At this tier, the client receives 20 hours of support each month at the rate of \$125.99 per hour at a monthly cost of \$2,500.00. Each hour over the monthly allotment of 20 hours is billed at \$120.00 per hour.
3. Platinum Tier. At this tier, the client receives 40 hours of support each month at the rate of \$110.99 per hour at a monthly cost of \$4,400.00. Each hour over the monthly allotment of 40 hours is billed at \$110.00 per hour.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	For SAP SuccessFactors, the standard is Net 30 days; However, the first-year software subscription is net due on signing. For services delivery, terms are Net 30 Days. For Implementation Services, payments are tied to project milestones
50	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	Phoenix negotiates payment terms and can provide flexible payment terms to those organizations with these requirements.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcwell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcwell participating entities' purchase orders.	Lead or opportunities originating from Sourcwell will be tagged in our in-house ERP system, SAP Business ByDesign, for order and tracking purposes.
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No, Phoenix does not accept the P-card procurement and payment process.

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	For this opportunity, we have put together a Pricing Guide that outlines the pricing for the SAP solutions offered by Phoenix: SAP S/4HANA, SAP Business ByDesign, SAP SuccessFactors, SAP Concur, SAP Analytics Cloud and SAP Ariba. The price guide is uploaded in Step 2 - Documents.
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	20% discount off standard list pricing has been included in our response.
55	Describe any quantity or volume discounts or rebate programs that you offer.	Yes, we offer volume discounts on subscription licenses for larger Sourcwell participating entities. Please refer to our tiered pricing for SAP SuccessFactors.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Phoenix will provide a quote for each individual request from Sourcwell participating entities. We run promotions all year long and upon request, we supply the best available pricing.
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Phoenix pricing does not include travel-related costs for implementation project teams and other travel as required.
58	If freight, delivery, or shipping is an additional cost to the Sourcwell participating entity, describe in detail the complete freight, shipping, and delivery program.	N/A
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	N/A
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	We are offering comprehensive pricing for Sourcwell participating entities. Please refer to the Price Guide uploaded in Step 2 - Documents.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Phoenix intends to generate Sourcewell-related reports using our in-house SAP Business ByDesign system and submit those to Sourcewell for review and joint verification purposes.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Phoenix proposes paying Sourcewell an administrative fee equal to 3% of our sales for facilitating, managing and promoting the Sourcewell Contract in the event we are awarded same. Phoenix understands that this is typically calculated as a percentage of sales or a per-unit fee and is not a line-item addition to the Member's cost of good.

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	<p>SAP Business ByDesign</p> <p>The Phoenix Team intends to offer SAP's Business ByDesign as the robust digital core at the heart of any Sourcewell entity's ERP solution. SAP Business ByDesign is our solution to Sourcewell's request for Enterprise Resource Planning (ERP) Software. Available since 2007 and currently being used by more than 7,900 global customers located in more than 144 countries working in 27 industries, Business ByDesign is a SaaS, cloud-based, robust solution delivering the power of SAP ERP applications to small- and medium-sized organizations like Sourcewell.</p> <p>Why SAP Business ByDesign? There are several reasons but a main one is this: It provides Sourcewell the tools it must have to transform into an Intelligent Enterprise. Enabling the Intelligent Enterprise</p> <p>Today, most organizations have more data available to them than they can collect, much less interpret and act on, so a great deal of that data goes under-analyzed and/or unused. SAP is the only company providing an end-to-end solution designed and developed specifically to gather experience feedback from citizens, employees, and other sources and combine the data in a real time platform to provide new insights that empower leaders to make truly informed decisions in real time. The outcomes of these new capabilities include:</p> <ul style="list-style-type: none"> • Redefined and increased awareness of the end-to-end customer experience and its impact on the organization. • Delivery of a step change in productivity • Transformation of, and accompanying increase in, workforce focus and engagement <p>By adopting our proposed solution, Sourcewell taps into the advanced, robust, flexible and scalable innovative technologies recommended by SAP that have been proven capable of delivering vital intelligence that not only improves real-time decision making but can also help Sourcewell predict future behavior and outcomes.</p> <p>Coming Full Circle to SAP Business ByDesign</p> <p>With Business ByDesign, SAP has developed an ERP solution that 'thinks' for itself. SAP Business ByDesign uses its advanced technology to mimic the activities of users with the aim of automating routine transactions. SAP achieves this by combining AI technologies and natural language as a means of embedding next-generation automation in its solutions to completely change how humans and systems interact.</p> <p>Our proposed solution provides Sourcewell with the three key components of the Intelligent Enterprise:</p> <ol style="list-style-type: none"> 1. An intelligent suite for automated business processes: SAP Business ByDesign 2. A robust digital platform for data orchestration and applications integration: SAP Cloud Platform/HANA DB 3. Accompanying intelligent technologies that detect patterns, predict outcomes and suggest actions: Built-in AI, IoT and Analytics <p>Through the application of the Intelligent Enterprise, Sourcewell gains:</p> <ul style="list-style-type: none"> • Heightened visibility • Sharper and clearer focus • Increased agility <p>SAP Business ByDesign was the result of SAP's single largest software development project ever. Unlike competitive products which are iterations or updates of legacy</p>

technology, SAP Business ByDesign was designed and created to leverage modern cloud-based technologies to create a flexible, adaptable system which can change and grow with its users over time. Business ByDesign's design and functionality is based on SAP's 40 years of experience with ERP, as well as its experience with all types of organizations and enterprises. From this exhaustive experience, and through a long effort of interviewing and observing how client companies and organizations work, SAP collected an extensive, comprehensive 'library' of 35 core business processes and the best practices from both the Public and Private Sectors.

This body of knowledge contains the strategies and tactics that reflect how entities like governments and businesses actually grow, as well as the strategies and tactics that enable them to succeed. SAP made the critical decision to construct Business ByDesign around these best practices and business processes by building into the application pre-defined business scenarios, as well as a powerful Business Configurator enabling Business ByDesign customers to take full advantage of the benefits derived from these scenarios. Working together, the scenarios and the Configurator allow Business ByDesign customers to 'tailor' the solution to their actual organizational requirements. It should be noted that this takes place without the expensive custom coding required by many competing applications.

These factors, combined with an increased commitment from SAP for Business ByDesign development and support, significantly augment Business ByDesign's ability to meet the ever-increasing ERP demands of enterprises like Sourcewell. In fact, Business ByDesign is a powerful ERP solution developed specifically for Sourcewell and other mid-sized government organizations. It is an integrated suite of cloud-based applications that help organizations like Sourcewell take control of the key functions that are essential in delivering quality services as well as supporting future growth.

SAP Business ByDesign's Modular Activation Approach

Unlike traditional ERP systems, which provide a core ERP system and separate applications, SAP Business ByDesign makes available to its users all its functionality in a modular design. Depending on Sourcewell requirements, functions can be turned on, or activated, to meet Sourcewell's specific operational needs. When the solution is fully implemented, Sourcewell can choose to activate every existing Business ByDesign module or activate only those it determines meet its immediate needs, saving the others for activation at some future date. These additional modules can be activated at implementation or any time thereafter – with no additional software cost for the increased functionality. The following is the list of functional modules Business ByDesign makes available:

- Financial & Management Accounting: General Ledger, Fixed Assets, Inventory Valuation, Accounts Payable, Accounts Receivable and Cash Management Accounting
- Cash Flow Management: Payables and Receivables Processing, Tax Management and Payment and Liquidity Management
- General Business Data: Master Organizational Management, Business Partners, Employees and Service Agents, Resources and Product & Service Pricing
- Service (Work Order Management: Entitlement Management, Product and Service Portfolio for Service and Repair, Customer Care and Service and Repair
- Sourcing: Supplier Base Management and Sourcing & Contracting
- Purchasing: Self-Service Procurement, Purchase Request and Order Management and Supplier Invoicing
- Travel & Expense: Expense & Reimbursement Management
- Business Performance Management: Business Insight and Management Support
- Built-In Services & Support: Business Environment, System Management, Education and Support Services and Business Configuration
- Communication & Information Exchange: Business Process Management and People Collaboration, Intranet & External Services, Office and Desktop Integration and Integration with External Applications and Solutions
- Project Management: Project Planning & Execution and Capital Project Tracking
- Compliance: Corporate Governance, Invoice Processing and Grant Management
- Miscellaneous: Report Writer and Dashboards

SAP Business ByDesign: Accessible Anywhere and Anytime

Business ByDesign offers Sourcewell powerful features that connect every organizational function to proven best practices and insightful analytics. SAP Business ByDesign's powerful features and capabilities can be accessed anytime, anywhere from your desktop (PC or Mac) and/or mobile device (Android or iOS, tablet) to increase Sourcewell's organizational effectiveness and efficiency. The only other requirement is a broadband Internet connection with sufficient bandwidth to facilitate uploading and downloading documents.

SAP Business ByDesign: An Ideal Fit for Sourcewell

Public Sector organizations desire solutions that are developed with their respective industries in mind. They look for solutions that provide a short-term ROI with a simplified approach to infrastructure and personnel management. That's why many organizations consider SAP Business ByDesign when they begin searching for an ERP solution that meets their requirements. SAP Business ByDesign is:

- Easy to use. It accelerates time to value through a rich user experience combined with native integration.
- Insightful. The solution's embedded analytics enable the organization to manifest insights in real-time.

- Adaptable and Extensible: Business ByDesign is easily configured to Sourcewell's needs while also enabling Sourcewell to keep current with evolving requirements.
- Mobile. Data and information are delivered anytime, anywhere to anyone.
- Scalable. Broaden Sourcewell's footprint or increase the number of users when growth demands it.
- Trusted. Business ByDesign runs in SAP's state of the art Tier III (minimum) data centers, ensuring safety and privacy while providing reliability and access.

SAP Business ByDesign enabled for Public Sector enterprises combines SAP's core ERP capabilities with features specific to business, while helping streamline daily operations. With SAP Business ByDesign companies get to enjoy the inherent benefits provided by the cloud: continuous innovation, less IT overhead, and lower total cost of ownership.

SAP Business ByDesign: Cloud ERP Suite Right Out of the Box

SAP's Business ByDesign is an all-inclusive platform that is ready to be installed "out of the box." It comes complete with the following interfaces: Adobe Lifecycle (an enterprise document and form platform for capturing and processing information); Microsoft Excel (for capturing real-time data for reporting and analysis purposes; data is refreshed for real-time analysis); and Microsoft Outlook (to help facilitate approval processes).

SAP S/4HANA Cloud: The Most Advanced ERP Solution in the Industry

SAP S/4HANA Cloud is SAP's latest iteration of its most advanced ERP System. SAP S/4HANA is the first fourth generation ERP solution in the 21st Century whose functionality represents a true breakthrough in technology featuring in-memory computing for processing high volumes of data in real-time. This is accomplished by leveraging SAP HANA, a revolutionary in-memory database, which frees analysts from having to load or write-back data. SAP S/4 HANA Cloud is a completely integrated ERP solution used by thousands of clients to manage their business processes. SAP integrates all functions within an organization, increasing accuracy across the board. SAP has single source of truth since master data is tightly integrated across all modules and functions of SAP.

SAP S/4HANA Cloud is designed for enterprises that need a standardized, in-memory ERP running in the cloud. This option offers the scalability, ease of management, and security companies need to excel in today's digital economy. SAP S/4HANA Cloud can be deployed in a multi-tenant or a single-tenant environment. Introducing the Digital Core: SAP S/4HANA's revolutionary technology allows both transactional processing and analytics on the same system, radically simplifying the code base, providing staggering increases in performance, and producing real time information across the enterprise. SAP's Digital Core technology is distinct from traditional ERP systems in that it offers:

- Instant, real-time insight for better decisions
- in-memory technology
- embedded analytics
- Reinvented processes for higher performance
- maximized throughput and speed
- native integration to SAP solutions
- Simplified Architecture for lower TCO
- lean data footprint
- cloud deployment for higher flexibility

Key Features of SAP S/4HANA Cloud

From a business value perspective, SAP S/4HANACloud allows Sourcewell to reinvent business models:

- Easily connect to people, devices, and business networks to deliver new value to your customers on any channel – the Internet of Things and Big Data become accessible to any business.
- Dramatically simplify your processes, drive them in real time and change them as needed to gain new efficiencies – no more batch processing is required.
- Get any insight on any data from anywhere in real-time: planning, execution, prediction, and simulation – decisions can be made on the fly with a high level of granularity for faster business impact.

From an IT value perspective, SAP S/4HANA Cloud allows Sourcewell to simplify the landscape and helps reduce total cost of ownership (TCO):

- Reduce your data footprint and work with larger data sets in one system to save hardware costs, operational costs, and time.
- Simplify innovation to drive advanced applications – for example, predicting, recommending, and simulating – while protecting existing investments.
- Leverage a simple and role-based user experience based on modern design principles which minimizes training efforts while increases productivity. We can also support you with simple configuration: setting up the system and during its use.
- Choose the deployment method: cloud, on premise, or hybrid to drive quick time to value

SAP S/4HANA Line-of-Business Solutions

SAP S/4HANA Cloud is designed for enterprises that need a standardized, in-memory ERP running in the cloud. This option offers the scalability, ease of management, and security companies need to excel in today's digital economy. This functionality can be extended with SAP S/4HANA Line-of-Business Solutions and other SAP products or solutions. Many of these integrate with SAP S/4HANA via APIs or Best Practices. SAP S/4HANA line-of-business solutions combine the core capabilities of SAP S/4HANA Enterprise Management with on-premise and cloud solutions in the SAP portfolio, for each line of business.

SAP S/4HANA Finance helps organizations ensure one source of the truth for County finance and operational data. It provides real-time oversight into finance processes and finance and managerial accounting results. It includes prediction, simulation, and what-if analysis for continuous finance and business planning.

Core finance features help Sourcewell streamline and automate financial operations while complying with regulations in multiple geographies, industries, currencies, and languages.

Order-to-cash features provide a single, real-time view of all required information to help Sourcewell improve manager insights, order commitment, and fulfillment. With smart, role-based dashboards, Sourcewell can enhance and sustain operations by responding to queries with accurate, timely information and delivering exceptional stakeholder service.

SAP S/4HANA Sourcing and Procurement provides a single platform for managing direct materials, indirect goods, services, contingent labor, and travel. It supports the full source-to-pay processes, including spend analysis, sourcing, contract management, supplier management, procurement, invoice management, and payables management. Procure-to-pay features provide a centralized system with smart, role-based dashboards to help Sourcewell manage purchases with greater efficiency and productivity. They give Sourcewell the visibility and insight needed to realize its full purchasing power, enforce strategic vendor choices, and optimize buying patterns.

SAP S/4HANA Asset Management helps companies predict and prevent downtime by analyzing data generated by machines and sensors in addition to business data. It allows them to simulate maintenance strategies with respect to cost, risk, and performance. It also enables them to control risks and prevent incidents proactively by leveraging analysis, simulation, and prediction techniques.

Request-to-service features in SAP S/4HANA help Sourcewell deliver real-time service excellence and provide highly responsive services. They allow them to focus on stakeholder information, contractual entitlements, and high-performance service business processes such as advanced billing and settlement of efforts on work performed.

SAP S/4HANA also includes a programming component that allows Sourcewell to create and run customized application programs on top of HANA, as well as a suite of predictive, spatial and text analytics libraries across multiple data sources.

Because HANA can run in parallel to a source SAP ERP application, Sourcewell can access real-time operational and transactional data and not have to wait for a daily- or weekly reports to run.

SAP SuccessFactors: The World's Leading HXM (HCM) System

SAP SuccessFactors is a global Human Experience Management (HXM, and formerly known as Human Capital Management or HCM) suite, delivered in the cloud.

Companies of all sizes around the world rely on it to align their businesses to their strategies, arm their organizations for success, and incite their employees to greatness – every day. SAP SuccessFactors delivers the most advanced technological features, along with providing the integration, scalability, and longevity Sourcewell requires.

SuccessFactors began in 2001, with a bold and ambitious goal of revolutionizing the way the world works by increasing productivity by 50%. By 2012, the company was one of the fastest growing organizations, and widely considered an innovation leader in SaaS solutions. SAP acquired SuccessFactors in February of 2012. This acquisition added SuccessFactors' widely respected team and technology to SAP's powerful cloud assets, significantly accelerating SAP's momentum as a provider of cloud applications, platforms, and infrastructure. The combination of SAP and SuccessFactors establishes an advanced end-to-end offering of cloud and on-premise solutions for managing all relevant business processes. Today, SAP SuccessFactors has over 159 million cloud users and 7,000 cloud HXM customers.

SAP SuccessFactors offers a comprehensive HXM suite that encompasses all pillars of talent management as well as a modern set of global core human resources capabilities noted above. Our cloud applications for human resource management empowers your workforce to take charge of their performance and careers, optimize your HR processes across geographies and enable your workforce with true insight and confidence.

SAP SuccessFactors - Overview

SAP SuccessFactors is a complete, cloud-based human resource management (HR) system that covers everything from Payroll to employee self-service. SAP SuccessFactors cloud-based human resources software seamlessly integrates to create a complete HXM system. It can help you streamline global HR processes, win at the recruitment and retention game, train and re-skill your workforce, take advantage of technologies such as artificial intelligence (AI) – and much more. The

key features of SuccessFactors include:

- Core HR and Payroll: Integrate disparate employment data in a single human resource information system (HRIS). SAP's software allows you to easily manage global benefits and payroll, improve employee self-service, automate HR processes, and ensure compliance.
- Time & Attendance Management: Automate labor, time, and attendance management. SAP SuccessFactors solutions can help you streamline everything from time tracking to accruals – and offer insights into areas like labor costs, time theft, and absence trends.
- Recruiting & Onboarding: Hire the right people and help them succeed. Our recruiting and onboarding solutions can help you conduct AI-based talent acquisition; improve the candidate and onboarding experience, and more.
- Learning & Development: Offer your workforce personalized training and development. Deliver cognitive coaching, micro learning, skill gap analysis, and re-skilling – and take advantage of learning analytics and succession planning.
- Performance & Compensation: Improve employee performance management and keep your entire workforce satisfied and motivated. Our software can help you evaluate staff, access compensation benchmarking data, manage incentives, and more.
- Workforce Planning & HR Analytics: Make better decisions about hiring, diversity, turnover, performance, and more. Our embedded people analytics and data-driven workforce planning tools deliver real-time insights via intuitive dashboards.

SuccessFactors Employee Central: SAP SuccessFactors Employee Central delivers core HR functionality for highly diverse, global workforces. Keep up with rapid business and workforce change with a flexible, cloud-based human resource information system (HRIS). Built for modern and global workforces, SAP SuccessFactors Employee Central helps you: automate core HR processes; ensure compliance; deliver intuitive employee self-services; track time and absences; and build meaningful relationships with employees, contractors and contingent workers.

SuccessFactors Employee Central Payroll: Have increased confidence and control of your payroll processes to ensure your workforce is paid accurately and on time. Our cloud-based Employee Central Payroll solution does this by supporting localized payroll processes for 40+ countries, and at the same time providing the insight, and flexibility you need to globally manage payroll. Simplify and automate payroll management for all types of employees. Our cloud payroll software offers features that are fully integrated with the core HR, time tracking, and benefits capabilities in SAP SuccessFactors Employee Central.

SuccessFactors Recruiting: Source, engage, and hire the world's best talent. Our cloud-based talent recruiting solution delivers results-oriented recruiting practices with embedded engagement and automation to help you secure the right talent. By delivering a candidate-first experience, you can attract and nurture talent. Our collaborative approach to recruiting simplifies and accelerates the hiring process. Streamline the entire recruiting process.

SuccessFactors Onboarding: More than 80 percent of new employees decide whether or not to stay with a company within the first six months of being hired. Our cloud-based employee onboarding software can help you engage and retain more of your best talent with a personalized, interactive process that sets up them up for success from the start. Empower new hires and internal transfers to ramp up and contribute to corporate goals quickly. Our cloud-based solution can help you improve first-year retention.

SuccessFactors Learning: Improve business results, boost productivity, and increase organizational competitiveness with a learning solution that allows you to develop leaders, assure compliance, and train external audiences. Increase productivity and business outcomes with our cloud-based learning management system (LMS). Use it to develop strong leadership, ensure compliance, and train all your people.

SAP US Benefits Module: The US Benefits module includes a task list to streamline administration, standard reports, advanced ad hoc reporting capabilities, point-in-time reporting and personalized dashboards for administrators. The Benefits Module leverages an event-driven messaging framework to provide customers with automated, targeted messaging capabilities and access to new communication channels based on associate preferences including personal email, work email and text messaging. This framework includes confirmation messages, event-based messages, custom messages, flexible scheduling options, personalization capabilities and multiple delivery mechanisms.

SAP Concur: Industry Leader in Travel & Expense Management

The value of SAP Concur extends far beyond the product itself. SAP Concur is the center of a dynamic ecosystem that integrates the apps, partners, suppliers and products your employees are already using. Trips booked directly with Airbnb or Starwood, rides with Uber, and Wi-Fi from Gogo, all of these and many more, are part of the powerful SAP Concur ecosystem. Data collected from these apps is integrated automatically to deliver the experience your employees expect and the full visibility you need into all dimensions of spend. This connected ecosystem gets smarter with every transaction, revealing new insights and opportunities to drive business value. Everything works together to help you see things you couldn't see before, building a clear, complete picture of spending, compliance and risk.

Today, SAP Concur is the world's leading provider of integrated spend management services and solutions. On the web, or on a smartphone or tablet, our cloud-based solutions deliver an effortless experience for employees and total transparency into spending, helping organizations of all sizes, industries and locations run better.

Four factors to remember:

- 1) Concur's integrated travel and expense solutions help organizations manage all their T&E spending.
- 2) Concur is trusted all over the world, with 32,000 clients and 32 million registered users.
- 3) Concur has more than 6,000 employees worldwide who can help our clients manage spending.
- 4) Concur serves the bulk of the Fortune 500, including leaders from financial, pharma, telecom and tech sectors, as well as the U.S. Government.

With Concur solutions, your business travel and expenses are integrated providing you with a better user experience, more accurate data, and richer reporting to help you make better decisions. Increase policy control while saving time and money. Travelers can quickly book local and international flights and make reservations for rental cars, hotels, and rail. Once the trip is booked, travelers can manage trip details like flight delays, cancellations, date changes, and baggage claim locations with the magic of Triplt Pro. Concur automatically synchronizes with Triplt to create one easy to access itinerary. Flight, hotel, rail, and rental car information, even dining reservations are all in a single place. It's like giving your employees their own personal travel assistant. The Concur Expense solution automatically imports credit card charges and matches them to receipts and itinerary data. The SAP Concur mobile app even helps travelers manage their trips and expenses from a smartphone or tablet.

Concur Travel & Expense: You want control. Your business travelers want flexibility and choice. Concur Travel strikes the perfect balance. You get built-in compliance, upfront spending reviews and a connected, transparent view of all spending data. They get tools that provide flexible booking options while also encouraging the right buyer behaviors; whether they're booking a flight, train or rental car. Now, wherever a trip is booked, data can be captured and compliant with your company policies. The Concur Travel solution works with any travel management company, corporate credit card provider, or GDS. Our travel booking tool provides in-policy global travel content that is easily accessible and always available from anywhere in the world. Concur TripLink: Whether your goal is to gain complete visibility into your organization's travel activity or create a more flexible travel program for your business travelers, TripLink offers a solution to meet your needs. As business travel has evolved and suppliers are increasingly targeting employees with personalized offers. Many bookings are now made outside managed travel programs. This may take place when an employee is given a special room rate at a conference, is incentivized to book direct because of a special offer or simply because your travel policy allows. Regardless, there are challenges associated with the open booking behaviors. With TripLink, you get visibility into the spend that's taking place outside of your managed travel program, so you can access consolidated data, improve compliance and negotiate more effectively with suppliers.

SAP Analytics Cloud: Advanced Analytics for Decision Makers

SAP Analytics Cloud is a cloud-based solution that combines business intelligence, enterprise planning, and augmented analytics in a single solution. Built on SAP Cloud Platform, it helps you eliminate point solutions and break down data silos with a secure, cloud-based approach. Rather than relying on standalone spreadsheets, or separate, disconnected reporting and planning tools, users have everything they need, embedded where they work, to make fast, confident decisions together.

Features and Functions: With SAP Analytics Cloud, Sourcewell can take advantage of complete, comprehensive, in-memory data management and analytics; contextual delivery of smart insights through natural-language processing; confident decision-making faster, without expert intervention; and affordability, availability, and scalability
 Augmented Analytics: Reveal relevant, accurate, and actionable insights faster with artificial intelligence and machine learning technologies.

Business Intelligence: Explore data across the organization and deliver insights at the point of decision with intuitive self-service analytics.

Enterprise Planning: Link and create financial and operational plans seamlessly in one solution to drive better decisions with integrated plans.

Design of Analytics Applications: Create centrally governable analytic content – from guided analytics to sophisticated planning and smart applications

Mobile and Web Extensions: Access analytics with your mobile device to get the most recent information about your business anytime, anywhere:

SAP Ariba: Connecting Buyers to Suppliers

SAP Ariba is a cloud-based innovative solution that allows suppliers and buyers to connect and do business on a single platform. Its chief advantage over all vendor management systems is that it enhances an organization's vendor management process by providing a less costly means of procurement while simplifying that

		<p>process. Ariba acts as a supply chain, allowing a procurement service to do business on a global basis. SAP Ariba digitally transforms your supply chain, procurement and contract management process.</p> <p>SAP Ariba Sourcing is a unique Software-as-a-Service (SaaS) solution that combines sourcing and negotiation technology with access to a global network of suppliers and unparalleled strategy and category expertise. It enables companies of any industry, size, or geography to drive fast, sustainable results by automating and streamlining critical tasks across the sourcing lifecycle, including:</p> <ul style="list-style-type: none"> • Strategy development – Identify savings opportunities, assess market dynamics, and develop an informed sourcing strategy. • Sourcing and negotiating – Identify and qualify suppliers, negotiate best-value agreements, derive optimal award allocations, drive project collaboration, and standardize processes and manage knowledge. • Monitoring and managing suppliers and agreements – Quickly implement supplier agreements, track and realize savings, and manage supplier performance. <p>SAP Ariba Contracts SAP Ariba Contracts is a unique Software-as-a-Service (SaaS) solution that helps legal, finance, procurement, and sales operations professionals manage all types of agreements, including procurement, sales, and internal contracts.</p> <p>SAP Ariba Buying and Invoicing SAP Ariba Buying and Invoicing is a unique Software-as-a-Service (SaaS) solution that helps companies stay flexible while ensuring control and compliance between vendors, contracts, regulations, buyers, and finance organizations. It can allow Sourcewell members to scale resources to manage suppliers, processes, budgets, approvals, and payments dynamically on a global basis.</p>	
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	<p>Relevant sub-categories for our SAP solutions include: Human Resources (HCM or HXM), Payroll, SAP Analytics Development, Software Implementations, Management Consulting, Training, Organizational Change Management, Finance Systems, Enterprise Resource Planning (ERP) systems, Software As A Service (SaaS) systems, Software Licensing, Project Management, Quality Assurance, Information Technologies Planning, Business Analysis, Professional Development and Process Facilitation.</p>	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Enterprise resource planning (ERP) solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	SAP S/4HANA and SAP Business ByDesign are both ERP solutions	*
67	Human resource information systems (HRIS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	SAP SuccessFactors is an HRIS solution	*
68	Financial management systems	<input checked="" type="radio"/> Yes <input type="radio"/> No	SAP S/4HANA and SAP Business ByDesign	*
69	Enterprise content management (ECM) solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
70	Student information systems (SIS)	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
71	Facility management software (FMS)	<input checked="" type="radio"/> Yes <input type="radio"/> No	SAP Business ByDesign is required for Advanced EAM software	*
72	Court, corrections, law enforcement, or justice system software solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
73	Municipal services, inspections, and permitting management solutions	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
74	Equipment and accessories related to the offering of systems or solutions described above.	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
75	Services related to the offering of systems or solutions described above.	<input checked="" type="radio"/> Yes <input type="radio"/> No	Implementation services, Application Managed Services (AMS), Project Management, Training, Quality Management, Independent Verification and Validation (IV&V), Change Management.	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Some of the metrics Phoenix will track include number of leads, leads converted to opportunities and opportunities converted to sales.	*
77	Describe connectivity and integration capabilities between your offered solution(s) and other software systems.	All SAP systems integrate seamlessly and smoothly with each other. Integration with third-party applications and systems is achieved through extensive use of Web Services APIs that ensure seamless integration with most popular third-party systems. For example, SAP Business ByDesign makes use of 307 Web Services APIs to achieve third-party integrations. The included Cloud Applications Studio can also be used to create Web Services APIs that may be required.	*

78	Describe your migration, customization, and upgrade processes.	<p>For data migrations, over the past 20 years, through over hundreds of projects, we have migrated data from just about every type of system imaginable. From flat file based systems, to AS400, Big SAP, Oracle Products, Custom Developed Solutions (pick your hardware platform), Quickbooks, Sage Products, Infor Products, Epicor Products, Microsoft, etc. Pick a system, and we have probably seen it more than twice. The most time-consuming task in data migration is often getting the data out of your old system. Once out, programs like Excel make the task of homogenizing and cleansing the data an easier if not necessarily less tedious task. Data Extraction and Data Hygiene typically consume most of the effort in data conversion. Phoenix Business Solutions bills data migration on a time and material basis. Even if we do most the work, a customer must still be involved to help us validate what 'good data' looks like in your system. To save cost, many customers choose to do much of this work themselves. SAP Business ByDesign includes pre-populated templates of sample data to be uploaded in the ByD System. You can reference these templates as a guide to map your specific legacy data to the templates. Phoenix Business Solutions customers typically populate these templates with their data and provide the templates to Phoenix Business Solutions to upload to ByDesign. Large quantities of incorrect data that requires Phoenix Business Solutions to correct, or multiple uploads may require a change order.</p> <p>As to customization, SAP Business ByDesign is a powerful and flexible platform. The vast majority of SAP Business ByDesign customers do not require any form of customization using the Cloud Applications Studio. However, some customers have specific needs for screens and processes that are not covered by Business ByDesign's core processes. Business ByDesign has a full Cloud Applications Studio which enables developers to create new data structures, screens, and business processes to meet unique business and process requirements. The SDK is also available to customers for an additional subscription fee. Phoenix Business Solutions was one of the first partners to certify our developers on the SAP SDK and has extensive experience in developing custom solutions. We have developed many customer specific solutions, as well as 'productized' solutions which we use to meet the needs of customers in well defined vertical markets. We quote customization projects using a two-phased approach. The first phase is to scope the customization to define the business processes involved, the data that needs to be gathered, and the necessary screens to be developed. At the end of the first phase we are able to give a quote for the estimated number of hours. This can also lead to a 'not to exceed' quote. Our second phase is to perform the programming and testing. This is managed as a sub-project within the overall implementation project. Phoenix Business Solutions assigns a resource to manage the development project with the technical people, our consulting staff on the master project, our project manager(s), and the customer. It is important to note that customer involvement in testing is critical to a successful custom development project. Customer testing often reveals additional or changed requirements, and potential improvements in the programming being developed. Successful custom development is an iterative process and often results in multiple builds until a final product is delivered.</p> <p>With SAP Business ByDesign, you don't need to worry about software system maintenance. All core services such as backup, recovery, and regular upgrades are covered by SAP and included in the monthly fee.</p> <p>As to the upgrade process, SAP consistently delivers new features and processes through quarterly product updates (for Business ByDesign; S/4HANA, SuccessFactors and the other SAP solutions being sold all follow similar processes but time frames may vary) to allow you to take advantage of the latest innovations. The current update schedule is quarterly in February, May, August, and November. SAP notifies customers about 6 weeks in advance of the update. Customers may request a sandbox tenant to test the update before their tenant is updated. It is important to note that updates are typically transparent to end users. Updates to ByD do not effect customizations or personalization. New functionality is documented but needs to be enabled by an administrator before it becomes active or affects business processes. If a customer chooses to test an update:</p> <ul style="list-style-type: none"> ▪ Testing can be performed in any existing test tenant (i.e. implementation, permanent, change project, etc. test tenants) ▪ A customer can request and set-up a new test tenant immediately following notification of planned update dates (requests are submitted via the Service Control Center work center) ▪ Any issues are reported by the indicated deadline to SAP via an incident in the test tenant (SAP can decide to delay the upgrade if issues impact business critical items)
79	Describe your data integrity and protection standards, data backup, recovery and secure storage solutions.	<p>SAP Business ByDesign is a cloud based software that saves all data and activity to SAP's cloud server; SAP provides a Back and Restore service that guarantees the safety of customer data (a detailed document on this service is available). With backup and restore, SAP Business ByDesign guarantees the safety of customer data. Productive data is backed-up in time to be available for restoration in case of data errors or data loss in customer systems. SAP Hosting uses fast snapshot technology for disk-to-disk backup procedures. There are no prerequisites for the customer. Data</p>

backup is done automatically and sufficient backup capacity is provided.
 Snapshots: Backups are created with snapshots from disk to disk. This ensures fast creation, backups, and, if required, fast restoration.

Frequency: Daily full backup. Log files incrementally backed up every two hours; all changes in database since the last full backup are saved.

Location: Database and log-file backups are stored in a geographically diverse data center but stay in the designated region.

Objective: Recovery up to the last transaction is supported within database recovery process. Maximum potential lost time for customer data is two hours - if the primary data center is completely destroyed.

Retention times: Backups of the last 3 days are kept on primary and secondary storage. Previous backups are kept up to 14 days in the geographically diverse backup data center.

At the heart of supporting SAP's cloud business lie the SAP data centers, and as a part of SAP's Cloud Platform, Business ByDesign runs on the hardware and networks provided by these state-of-the-art facilities. Currently, there are 45 data centers spread across 27 locations in 11 countries. Each one is highly secure, energy efficient and equipped with redundant power sources, cooling equipment controls, connections and facilities at every potential point of weakness. Given that Business ByDesign is a cloud-based suite, SAP takes extra precautions to ensure the protection of client data. In order to support their clients' digitalization strategies, SAP makes effective use of SAP-owned data centers in combination with private space (collocation facilities rented from external data center providers (collocation providers) as well as from infrastructure-as-a-service (IaaS) cloud providers in strategic locations around the globe. This ensures a global reach and fast growth in various countries.

SAP ensures that every data center fulfills at a minimum Tier3/4 of SAP's data-center-level rating system. This means that SAP applies a principle of redundancy called the "n+1." Translating the principle into common terms, it means that if n items of equipment are required for something to work, there must always be one additional item. This ensures that should any one item of equipment break down, processing continues on without interruption because of the N+1 redundancy. This principle applies to the following:

- Various data center capabilities
- Transformers to power the data center
- Uninterruptible power supply systems and cooling systems
- Available wide-area-networks
- Local-area-network connection lines.

Additionally, each data center meets the national, regional and local compliance requirements. Ultimately, the goal is to ensure that City data is safe and secure. This is also SAP's goal, and the company invests heavily in the security, safety, operability and efficiency of each data center. SAP data centers received the following certifications:

- ISO 27001 Certification for Information Security Management Systems
- SOC-1 Statement on Standards for Attestation Engagements No. 16
- SOC-2 Service Organization Controls Report (Attestation Report)
- ISO 22301 Certification for Business Continuity Management Systems

SAP believes firmly that data center security goes beyond simply securing the facilities and providing redundancies. In the modern age, it also means guarding against the intrusion of the human factor. In an effort to protect its data centers against this, all SAP data centers and the areas surrounding them are monitored by security guards on a 24x7 basis. Closed-circuit-television surveillance cameras are stationed at optimal spacing along the center perimeter barriers to ensure total viewable access to all areas. Perimeter intrusion detection systems such as motion sensors are installed and set to detect any and all unexpected access. All movements generate an alarm, closely monitored by security staff. As for the building itself, SAP data centers are constructed using 100,000 metric tons of reinforced concrete which rests on 480 concrete pillars, each of which are sunk 16 meters into the ground. The compound's exterior walls are 30 centimeters thick and also made of reinforced concrete. Server rooms are enclosed with three concrete walls. To ensure proper functionality, all monitoring and detection systems and equipment is maintained according to a rigorous and regular maintenance schedule. As a minimum requirement for access, security badges must be prominently displayed and on person at all times. In some data centers, SAP made the strategic and tactical decisions to implement stronger access controls, including advanced biometrics. SAP data centers maintain a log of the names of all personnel accessing the server areas used for services for SAP Cloud Platform within the SAP data centers, and also tracks the times they entered. Workflow requests for access to data center facilities is implemented and aligned with SAP. Requests must be approved by authorized

		<p>managers. Any access request that is not renewed after a specified period of time has its access provisions terminated automatically. Given all the precautions and safeguards taken by SAP, client data could not be more safe or secure.</p> <p>SAP's global deployment of its data centers also ensures redundant operating/processing capabilities, sophisticated data security and quick recovery in disaster scenarios. For all SAP solutions, backup data centers are in geographically diverse locations throughout the country and are undisclosed partly for security reasons. In the unlikely event that multiple SAP data centers were disabled or destroyed, it is important to remember that SAP currently has a total of 66 data centers in 33 locations within 15 countries. Short of a planetary cataclysmic event, clients may experience a short service disruption while SAP personnel configure a system in a safe and secure location. With its solution operating in SAP's data centers, clients can rest assured that its data is both safe and secure and that its operations can continue even in the event of a hurricane or other disaster.</p>	
80	Describe your strategy related to implementation, integration and use of installation partners.	<p>For implementations, Phoenix follows SAP's Activate Methodology which is a phased approach to implementation that has proven successful in literally hundreds of SAP client implementations and over 100 Phoenix client implementations. The phases of the Activate Methodology are: Prepare; Explore; Realize; and Deploy. Milestones and deliverables are attached to each phase. It should be noted that in certain situations, two other phases- Discover, taking place prior to the Prepare phase, and Support, taking place immediately after the Deploy phase, are sometimes considered part of the Activate Methodology.</p> <p>For integrations, web service APIs enable read and write access to Business ByDesign business objects. Web service APIs are tailored to integrate systems using a minimal number of roundtrips. Sophisticated delta handling, concurrency controls and idempotency services supports you to ensure smooth system collaborations. All services are stateless, synchronous SOAP services.</p> <p>SAP SuccessFactors offers extensive HCM solutions in Workforce and Talent Management. There are multiple ways to integrate data in and out of SuccessFactors and other related applications. Each option offers different capabilities of automation. Supported integration capabilities are legacy SFAPI's, OData API and of course flat file conversion. Included as part of SAP SuccessFactors is access to two versions of middleware, SuccessFactors Integration Center and Cloud Platform Integration. Cloud Platform Integration is our recommended solution for its robust functionality and strong integration capability across industry platforms. Other SAP solutions follow similar integration strategies. As for installation or implementation partners, Phoenix typically performs all the implementation work using its own veteran, highly knowledgeable staff. If partnering with third-party vendors, Phoenix usually operates in the prime position, driving and managing the project. In this instance, we may use personnel from the third-party vendor for implementing their portion of the solution.</p>	*
81	Identify any mobile applications available for your offered solutions, if applicable.	All SAP Cloud Platform solutions feature mobile applications and use in an 'anyone, anywhere, anytime' model. For example, with SAP Business ByDesign, connectivity is achieved using any HTML-5 compliant device and an Internet broadband connection with bandwidth sufficient enough to facilitate document uploads and downloads	*

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcwell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
 2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
 3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
 4. If you need to upload more than one (1) document for a single item, you should combine the documents into one ipped file. If the ipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."
- [Financial Strength and Stability](#) - Phoenix D & B eport.pdf - Thursday September 03, 2020 08:44:15
 - [Marketing Plan/Samples](#) - PBC - Sourcewell - marketing - final.pdf - Thursday September 03, 2020 08:09:50
 - [WMBE/MBE/SBE or elated Certificates](#) - PBC - Sourcewell - WMBE-SBE Certifications - final.pdf - Thursday September 03, 2020 08:05:06
 - Warranty Information (optional)
 - [Pricing](#) - PBC - Sourcewell - pricing - finals.pdf - Thursday September 03, 2020 08:05:47
 - [Additional Document](#) - PBC - Sourcewell - Terms and Conditions - final.pdf - Thursday September 03, 2020 08:10:16

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 - a. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 - b. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://www.sam.gov/portal/3>; or
 - c. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Hanif Sarangi, President, Phoenix Business Inc.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

Yes No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Public_Sector_Admin_Software_RFP_090320 Thu August 20 2020 03:52 PM	<input checked="" type="checkbox"/>	4
Addendum_6_Public_Sector_Admin_Software_RFP_090320 Mon August 17 2020 07:56 AM	<input checked="" type="checkbox"/>	2
Addendum_5_Public_Sector_Admin_Software_RFP_090320 Mon August 10 2020 02:35 PM	<input checked="" type="checkbox"/>	1
Addendum_4_Public_Sector_Admin_Software_RFP_090320 Thu August 6 2020 10:34 AM	<input checked="" type="checkbox"/>	2
Addendum_3_Public_Sector_Admin_Software_RFP_090320 Thu July 30 2020 03:38 PM	<input checked="" type="checkbox"/>	3
Addendum_2_Public_Sector_Admin_Software_RFP_090320 Thu July 23 2020 12:34 PM	<input checked="" type="checkbox"/>	1
Addendum_1_Public_Sector_Admin_Software_RFP_090320 Fri July 17 2020 09:18 AM	<input checked="" type="checkbox"/>	1