

Meeting Date
August 5, 2014



AGENDA	
Section	Consent
Item No.	II.C.3

AGENDA REPORT
BREVARD COUNTY BOARD OF COUNTY COMMISSIONERS

SUBJECT:	Permission to Advertise Request for Proposals for SAP Financial Management System Support, Appoint Selection and Negotiation Committees, and Authorize Chair to execute the resulting contract(s)
DEPT/OFFICE:	Central Services /Purchasing Services on behalf of Information Technology

Requested Action:

It is requested that the Board of County Commissioners approve the advertisement of a Request for Proposals from qualified firms for SAP Financial Management System support, and establish Selection and Negotiating Committees. It is further requested that the Board approve the Chair to execute all resulting contracts.

Summary Explanation & Background:

The Information Technology Department has found it increasingly difficult to support the County's SAP Financial Management System due to staff turnover. On-going training for SAP can be extremely expensive and requires personnel to have both thorough knowledge of SAP software and knowledge of department business processes. Staff turnover over the last few years has made it impossible to maintain staff with the necessary level of expertise.

On an emergency basis, the I.T. Department contracted with an SAP vendor to provide on-call support when a number of problems were found in SAP. The resulting relationship has been extremely beneficial as the contractor is capable of resolving on-going problems and issues quickly. The I.T. Department requests to solicit proposals and enter into a contract with the selected qualified firm, which will enable the department to maintain this level of service at an affordable cost.

The financing model for the effort would be a monthly expenditure from the I.T. Department's operational budget. Should an item become a significant issue where a project is required, the costs would come from either I.T., if the issue affected all departments, or from the budget of the department if the issue is solely related to that department, at the discretion of the County Manager.

The recommended Selection/Negotiating Committees are as follows:

I.T. Department Director and 2 designees of the I.T. Department Director
 Central Services Director, or designee
 Human Resources Director, or designee

Financial Impact: Likely greater than \$100,000 if projects become necessary.
 Source: Fund 5011, Cost Center: 389110

Contact: Teresa Camarata, Central Services Director, 321-637-6670, Teresa.camarata@brevardcounty.us
 Jon Sellers, Information Technology Department Director, 321-617-7395, Jon.sellers@brevardcounty.us

Clerk to the Board Instructions:

Exhibits Attached:

Contract /Agreement (If attached): Reviewed by County Attorney		Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	PR	<input type="checkbox"/>
County Manager		Assistant County Manager, Mel Scott		Department Director / Extension Teresa Camarata, Central Services Director, ext 52543 Jon Sellers, Information Technology Director, ext 57395			
Stockton Whitten		Assistant County Manager, Venetta Valdengo					



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

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

August 6, 2014

MEMORANDUM

TO: Teresa Camarata, Central Services Director

RE: Item II.C.3, Permission to Advertise Request for Proposals (RFP), Appointment of Selection and Negotiation Committees, and Execution Authorization of Resulting Contract(s), for Proposals for SAP Financial Management System Support

The Board of County Commissioners, in regular session on August 5, 2014, approved advertisement for the Request for Proposals (RFP) from qualified firms for SAP Financial Management System support; approved establishing a Selection and Negotiation Committee consisting of you or your designee; Jon Sellers, Information Technology and two of his designees; and Frank Abbate, Human Resources Director, or his designee; and approved the Chairman to execute all resulting contracts.

Your continued cooperation is greatly appreciated.

Sincerely yours,

BOARD OF COUNTY COMMISSIONERS
SCOTT ELLIS, CLERK

Tammy Etheridge, Deputy Clerk

/clm

cc: Committee Members
Finance
Budget



Vendor 13651



Florida's Space Coast

Purchasing Services
2725 Judge Fran Jamieson Way, Suite C303
Viera, FL 32940

Phone (321) 617-7390
Facsimile (321) 617-7391

NOTICE OF AWARD
November 7, 2014
RFP# P-4-15-01 / SAP Support Services

Jon McLester, CPPO, CPPB

<u>VENDOR</u>	<u>MEETS MINIMUM REQUIREMENTS</u>	<u>ITEMS AWARDED</u>	<u>ANNUAL SUPPORT COST</u>
Intelli ERP Software, LLC	YES	ALL	\$99,600.00
Sage Group Consulting, Inc.	YES	NONE	\$67,200.00
V3IT Consulting, Inc.	YES	NONE	\$71,988.00
GyanSys, Inc.	YES	NONE	\$159,582.00
Marvel Technologies	YES	NONE	\$217,980.00
Quintel Management Consulting	YES	NONE	\$287,400.00

BOARD AWARD--AGENDA ATTACHED

APPROVED AWARD (NON-BOARD AGENDA): *Teresa Camarata*
(Per Sections III.E. & III.I. & J., BCC-25, PROCUREMENT) Teresa Camarata, Central Services Director

Award to best ranked proposer, minimum three bids received.
58 companies were notified through Onvia Demandstar resulting in 16 plan-holders and six (6) proposal submittals.

Award to best ranked proposer, less than three responses received: (copy to Manager)
REASON FOR LESS THAN THREE RESPONSES:

AWARDED BY A COMMITTEE CONSISTING OF: Leslie Rothering, Purchasing Manager; Jon McLester, Purchasing Supervisor; Jon Sellers, Information Technology Director; Lois Boisseau, Information Technology; Matt Lairsey, Information Technology; Beverly Vogt, Human Resources; and Robert Maginnis, Central Services/Asset Management.

FOR PURCHASING USE ONLY:

ONE TIME PURCHASE

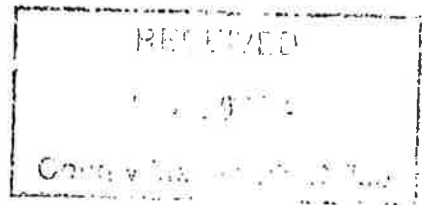
ANNUAL BID:
EFFECTIVE DATE November 7, 2014 ENDING DATE November 6, 2015
RENEWAL OPTION One year Other (fill in) Two (2), One (1) year renewals

Prompt Payment Discount Offered Yes _____ (Terms) NO
 Performance and payment bonds received
 Release Cashier's Or Certified Check Received For Bid Deposit On Bids

SPECIAL INSTRUCTIONS TO AWARDED VENDOR:

Please provide certificate of insurance.
 Please provide performance and payment bonds as required.
 OTHER:

J. LR



**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

INITIAL CONTRACT FORM

SECTION I

The following information must be completed on all new contracts submitted to the Board.

1. Contractor: Intelli ERP, LLC.	
2. Fund/Account #: 5011-389112	Division Name: Information Technology
4. Contract Description: SAP Support Services RFP# P-4-15-01	
5. Contract Monitor: Lois Boisseau, I.T. Engineering Manager	6. Mail Stop #: 83
7. Dept./Office Director: (Interim) Frank Abbate, ACM	8. Contract Type:
ACTION DATE: 30 days from entry	ACTION REQUIREMENT: Need complete data

SECTION II

The following departments must approve all contracts submitted to the Board:

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>INITIALS</u>	<u>DATE</u>
	<u>YES</u>	<u>NO</u>		
User Agency	✓	_____	YBA	3/17/16
Risk Management	✓	_____	MJ	3/21/16
County Attorney	_____	_____	OC	3/14/16

If any office denies approval, the package will be returned immediately to the User Agency.

NOTE: This form should be attached to all new contracts being submitted to the Board for approval. After the contract has been approved, the contract package, including this form, will go to the Clerk to the Board. The Clerk's office will return the Initial Contract Form to department for contract to be entered into the Contract Management System. See AO-29 for additional information.

AO-29: EXHIBIT I

**SAP Support Services
RFP # P-4-15-01
CONTRACT**

THIS CONTRACT by and between the Board of County Commissioners of Brevard County, Florida, a political subdivision of the State of Florida (hereinafter the "County"), and Intelli ERP Software, LLC, a business having its primary business location at 1307 S. International Pkwy., Suite 1051, Lake Mary, FL 32746 (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the County is desirous of obtaining the services of a SAP Support Services, and has been issuing purchase orders for services rendered;

WHEREAS, the County has competitively procured the services of Intelli ERP Software, LLC, to provide SAP Support Services as specified in RFP #P-4-15-01; and

WHEREAS, the provision of such services will mutually benefit the parties hereto and the residents of Brevard County, Florida.

NOW, THEREFORE, in consideration of the covenants herein contained, it is mutually agreed between the parties as follows, as specified in Intelli ERP Software's proposal to RFP #P-4-15-01 that was submitted to the County's Purchasing Services on August 31, 2014:

1. **SCOPE OF SERVICES:** The Contractor shall provide Level 2 and Level 3 SAP Support Services under this agreement. These levels, which are integrated into Brevard County's support process, are defined as follows:

- **Level 2** – Level 2 support deals with low or medium complexity problems related to functional or technical knowledge of the system. This kind of support will be provided by Intelli ERP Software infrastructure support, technical expert or subject matter specialists. Most operational issues will be resolved at this level and involves troubleshooting issues, responding to user inquiries, and answering how-to questions.
- **Level 3** – Level 3 support represents the highest level of support which deals with high complexity problems which require significant research and subsequent configuration or code changes. Intelli ERP Software infrastructure support, technical or subject matter specialists will again handle this support. Among other things this level may include support activities like application configuration, code modifications, system enhancements, data conversion and performance tuning.

Definition of "Scope of Service":

"Scope of Service" includes:

1. Offsite Support
2. Functional and Technical Support
3. Knowledge Transfer
4. Project Based Consulting

Services Automatically Provided Under This Agreement

The following services are provided in response to the transfer of trouble tickets for level 2 and Level 3 support from BREVARD COUNTY to INTELLI ERP SOFTWARE:

1. **Corrective maintenance**-Defined as activities associated with root-cause analysis and bug-fix isolation and resolution:
 - Root-cause analysis-Analysis of the root causes of problems. Problems will be reviewed to determine their root causes, measures will be taken to correct the sources of the problems, and reports will be prepared and distributed in a timely fashion.
 - Bug fixes-Defined as the emergency repair of any system operation that does not comply with the current signed and approved system specification. This includes system errors, "hung" or halted screens, or unexpected results within the system that render it unusable for the purpose for which it was designed.
 - Advice and Analysis-Defined as providing potential solutions to end user requests for system modifications to meet new business needs. Solutions can include modifying current business processes, modifying system configurations, documenting required end-of-period activities, report availability, information on SAP or other 3rd party software systems which may meet the specified need, and other, similar activities that require less than one (1) day of effort.
 - Basis Support-providing level 2 support on all aspects of Basis administration that is above the capabilities of the existing Basis Administrator with respect to analysis and advice for potential solutions for the system for activities that require less than one (1) day of effort.
2. **Ticket status updates**-INTELLI ERP SOFTWARE will provide direct input into BREVARD COUNTY's problem ticketing system: currently LANDesk's ServiceDesk.
3. **Projects:** Any Issue that can reasonably be expected to take longer than 1 day to resolve shall be turned into a project. Intelli ERP Software will provide anticipated price for such project based on the deliverables defined by the County. A separate task order will be provided by the county to complete such a project once agreed by both parties.

Requests for Support Specifically Covered Under This Agreement

The following application-related services are provided under this agreement:

1. **Application monitoring**-Every effort will be made to conduct periodic monitoring of production applications to assess application availability.

2. **Enhancements to production application software**-When an enhancement to an existing production application is required and the level of effort is less than one (1) day. This includes changes to the application only. Should the volume and timing of enhancements impact the timely resolution of support requests, then INTELLI ERP SOFTWARE's support manager shall inform BREVARD COUNTY's support manager and the INTELLI ERP SOFTWARE account manager with the intent of assigning enhancement work to another INTELLI ERP SOFTWARE resource.
3. **Transition of new or modified applications**-When a new or modified application is ready to be transitioned into support, planning and coordination of the necessary activities between INTELLI ERP SOFTWARE or BREVARD COUNTY development team and INTELLI ERP SOFTWARE support team will be conducted. Other requirements include:
 - Support will commence for a new or modified application 30 days after deployment.
 - The development team is expected to support the new or modified application for the first 30 days after deployment.
 - INTELLI ERP SOFTWARE will have at their disposal the development team or previous support team to provide knowledge transfer for a period of 60 days after deployment.
 - The Support Transition Checklist must be completed by the deployment date (30 days prior to INTELLI ERP SOFTWARE taking ownership). Failure to do so will require continued involvement of the development team until such time as all of the required information has been provided.
 - Applications that have outstanding trouble tickets shall remain the responsibility of the development team. If this is not possible, all outstanding tickets shall be identified and SLA resolution targets will not apply. In the case of outstanding severity level 1 or 2 tickets, these will be downgraded to severity 3, and INTELLI ERP SOFTWARE will resolve these tickets in a timely manner on a best effort basis.
4. **Preventative maintenance**-For applications considered critical (i.e., a criticality level of high) by BREVARD COUNTY, and when corrective maintenance activities are low, work will be conducted up to the level of effort identified, to analyze and take steps to prevent potential problems.
5. **Change management**-New or changed processes, practices, or policies that affect INTELLI ERP SOFTWARE support team and that require support team members to understand, learn, and follow.
6. **Status reporting**-Weekly and monthly status reports will be completed by INTELLI ERP SOFTWARE support specialists and submitted to BREVARD COUNTY for each production application supported. INTELLI ERP SOFTWARE support manager with client management to ensure that the client is aware of the support issues and risks faced by the support team will discuss monthly status reports.
7. **Knowledge management**-Recording, storing, and retrieval of information to assist in the resolution of problems will be established and maintained. Using this approach, the need for BREVARD COUNTY to transfer problems to INTELLI ERP SOFTWARE for level 2 application support will be reduced, thus saving money and resources, and increasing satisfaction and quality.

The Scope of Work for the SAP L2 & L3 Consultant(s) will encompass the following:

1. OFFSITE SUPPORT

- 1.1. FI/CO Modules: Service of a FI/CO Consultant(s) to be provided offsite throughout the support period, which includes troubleshooting and resolving issues.
- 1.2. HR/Payroll Module: Service of a HR Consultant(s) to be provided offsite throughout the support period, which includes trouble shooting and resolving issue
- 1.3. MM Module: Service of a MM consultant(s) to be provided offsite throughout the support period, which includes troubleshooting and resolving issues.
- 1.4. PM Module: Service of a PM consultant(s) to be provided offsite throughout the support period, which includes troubleshooting and resolving issues.
- 1.5. Basis Administration: Service of a Basis consultant(s) to be provided off site throughout the support period, which includes troubleshooting and resolving issues.
- 1.6. Technical: Service of a Technical consultant(s) to be provided offsite throughout the support period, which includes trouble shooting and resolving issues related to ABAP, Workflow.
- 1.7. Project Coordinator: Project Coordinator to be stationed at one of the offices of INTELLI ERP SOFTWARE, who shall coordinate and facilitate resolution of calls logged. The project coordinator will also make periodic visits to BREY ARD COUNTY site, meet BREY ARD COUNTY counterpart/managers/ end users when such need arises

2. FUNCTIONAL SUPPORT

- 2.1. Provide configuration support by way of modification of existing configuration.
- 2.2. Introduction of minor elements of configuration due to any enhancement.
- 2.3. Changes in the business processes of BREVARD COUNTY or any statutory requirements

3. KNOWLEDGE TRANSFER

- 3.1. KT service have functional and configuration by each of the above consultants as and when change is made or required.

Detailed Functional Scope:

Functional scope will include L2 and L3 Support for Issue Resolution and Enhancement for SAP processes implemented for the following modules:

- FI/CO (GL, AP, AR, AM, CO, FM, PBC)
 - HR/Payroll (OM, PA, Time, Benefits, Payroll, FI & 3rd Party Postings)
 - Logistics (MM/PM)
-
- Assisting BREVARD COUNTY users in SAP Transaction processing. (No Data Entry)
 - Customization/Configuration related issue.
 - Timely resolution of issues, which should affect business minimal.
 - Analyzing any new process requirements of BREVARD COUNTY from time to time and working them through defined scope of work. These will be planned support activities.

2. **TERM:** The term of the Contract shall be effective upon date of execution through November 6, 2016, with a one (1) year renewal option upon mutual agreement of both parties. The Director of Information Technology (hereinafter the "Director") is hereby delegated the authority to exercise the option, provided herein, to renew this Contract.

3. **PAYMENTS:** The County and the Contractor mutually agree that all costs resulting from services performed under this Contract shall be in accordance with Attachment "A – Price Sheet", attached hereto. The Contractor shall submit monthly invoices to the County within five (5) days of the end of a calendar month. This invoice shall be reviewed and, upon verification of satisfactory completion of the work represented on the invoice, the invoice shall be approved for payment. The County reserves the right to deduct from any invoice an amount for defective or nonconforming work or for work not provided but invoiced. The County shall approve the invoices and remit payment in accordance with the Florida Prompt Payment Act, Florida Statute section 218.70, et seq.

4. **WARRANTIES:** The Contractor warrants that should any defect or deficiency in any deliverable, or the remedy of such defect or deficiency, cause incorrect data to be introduced into any County database or cause data to be lost, the Contractor shall correct and reconstruct, within the timeframe recommended by the County and agreed to by both parties, all production, test, acceptance and training files or databases which are used in the provisions of services at no additional cost to the County. The Contractor shall at all times use a formal software development process when the services or deliverables involve software modification or development.

In lieu of any other warranty expressed or implied herein, the County warrants that any programming aids and software packages supplied for the Contractor use as County-furnished property shall be suitable for their intended use on the system(s) for which it is designed. In the case of programming aids and software packages acquired by the County from a commercial source, such warranty is limited to that set forth in the contractual document covering the product(s). The Contractor shall notify the County and supply documentation regarding any defects of County-furnished programming aids or software packages and their effect on progress on the task order. The County agrees to equitably adjust the delivery performance dates or task order price, or both, and any other contractual provision affected.

5. **INDEMNIFICATION:** The Contractor shall indemnify and hold harmless the County and its agents and employees from and against all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its work under this Contract, where such claim, damage, loss, or expense is caused, in whole or in part, by the act or omission of the Contractor, or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused by in part by a party indemnified thereunder. In any and all claims against the County, or any of its agents or anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, indemnification obligation under this paragraph shall not be limited in any way by a limitation on the amount or type of damages, compensation or benefits payable by or for the custodial contractor, under workers'

compensation acts, or other related policies of insurance. The parties acknowledge specific consideration has been exchanged for this provision.

5. **MODIFICATIONS TO CONTRACT:** This Contract, together with any attachments, task assignments and schedules constitute the entire contract between the County and the Contractor and supersedes all prior written or oral understandings. This Contract and any exhibits, task assignments and schedules may only be amended, supplemented or canceled by a written instrument duly executed by the parties hereto.

6. **INSURANCE:** The Contractor, at its own expense, shall keep in force and at all times maintain during the term of this Contract:

- a. **General Liability Insurance:** General Liability Insurance issued by responsible insurance companies and in a form acceptable to the County, with combined single limits of not less than One Million Dollars (\$1,000,000) for Bodily Injury and Property Damage per occurrence.
- b. **Automobile Liability Insurance:** Automobile Liability coverage shall be in the minimum amount of One Million Dollars (\$1,000,000) combined single limits for Bodily Injury and Property Damage per accident.
- c. **Workers' Compensation Coverage:** Full and complete Workers Compensation Coverage, as required by State of Florida law, shall be provided.
- d. **Professional Liability Insurance:** The County requires appropriate insurance to cover the loss, damage or corruption of any County data regardless of the cause of the data loss resulting from services or products provided by the Contractor. The required coverage may be provided through endorsement of the general liability policy, errors and omissions policy or through coverage provided in specialty insurances including but not limited a Technology Errors and Omissions policy, a Cyber Liability policy, an Internet Liability policy, a Media Liability policy or a Network Security Liability policy with limits of liability equal to the General Liability policy.
- d. **Insurance Certificates:** The Contractor shall provide the County with Certificate(s) of Insurance on all the policies of insurance and renewals thereof in a form(s) acceptable to the County. Said Liability Policies shall provide that the County be an additional insured. The County shall be notified in writing of any reduction, cancellation or substantial change of policy or policies at least thirty (30) days prior to the effective date of said action. All insurance policies shall be issued by responsible companies who are acceptable to the County and licensed and authorized under the laws of the State of Florida.

7. **ATTORNEY'S FEES:** In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

8. **GOVERNING LAW:** This Contract shall be governed, interpreted and construed according to the laws of the State of Florida.

9. **COMPLIANCE WITH STATUTES:** It shall be the Contractor's responsibility to be aware of and comply with all federal, state and local laws.

10. **VENUE:** Venue for any legal action by any party to this Contract to interpret, construe or enforce this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida, and any trial shall be non-jury.

11. **ASSIGNMENTS:** Contractor shall not assign any portion of Contractors' rights, duties or responsibilities under this Contract without the prior written permission of the County. No such consent shall be construed as making the County a party to such subcontract. The Contractor is solely accountable for the acts of all its subcontractors.

12. **TERMINATION:** If either party fails to perform or refuses to perform its obligations or duties under this Contract or otherwise fails to timely satisfy the provisions under this Contract, the aggrieved party may notify the breaching party by a written notice of its failure or refusal to perform and may terminate this Contract or such part of this Contract to which the failure or refusal to perform relates. Such termination shall be effective five (5) business days after receipt of the written notice of termination. The aggrieved party may, at its option, waive termination of this Contract caused by the failure or refusal to perform and allow the breaching party to correct or cure the breach. However, no instance of a waiver of the right to terminate shall be construed to be a waiver of any future right to terminate.

The County reserves the right to terminate this Contract, in part or in its entirety, with or without cause. Such termination shall be effective thirty (30) calendar days after receipt of the notice of termination without cause. The Contractor may terminate this Contract for convenience upon providing ninety (90) days prior written notice to the County.

Upon termination of this Contract, all work product, including but not limited to, design documents, deliverables, training materials, and custom software developed for the County under this Contract, shall become the property of the County. The Contractor shall transfer to the County all work product to the County within twenty-four (24) hours of the date of termination. The Contractor shall be compensated for any work completed or services provided prior to the effective date of termination; the County shall have no obligation to pay the Contractor for any work not yet performed on any given task order.

13. **INDEPENDENT CONTRACTOR:** The Contractor shall perform the services under this Contract as an independent contractor and nothing contained herein shall be construed to be inconsistent with this relationship or status. Nothing in this Contract shall be interpreted or construed to constitute the Contractor or any of its agents or employees to be the agent, employee or representative of the County.

14. **RIGHT TO AUDIT RECORDS:** In performance of this Contract, the Contractor shall keep books, records, and accounts of all activities related to this Contract in compliance with generally accepted accounting procedures. All documents, papers, books, records and accounts made or received by the Contractor in conjunction with this Contract and the performance of this Contract shall be open to inspection during regular business hours by an

authorized representative of the County. The Contractor shall retained all documents, books and records for a period of five (5) years after termination of this Contract, unless such records are exempt from section 24(a) of Article I of the State Constitution and section 119.07(1) Florida Statutes. All records or documents created by or provided to Intelli ERP Software, LLC. by the County in connection with this Contract are public records subject to Florida Public Records Law, Chapter 119, Florida Statutes.

15. **FLORIDA PUBLIC RECORDS LAW:** Should any person or entity make a public records request of the County which requires or would require the County to allow inspection or provide copies of records or documents which the Contractor maintain as exempt or confidential, the Contractor shall provide the County with twenty-four (24) hours (not including weekends and legal holidays) of the request and the specific exemption or confidentiality provision so the County will be able to comply with the requirements of Sections 119.07(1)(e) and (f), Florida Statutes. Should the County face any legal action to enforce inspection or production of the record which the Contractor maintains as exempt or confidential, the Contractor shall hire and compensate attorney(s) to represent the Contractor and County in defending such action. The Contractor shall pay all cost to defend such action and any costs and attorneys fess awarded pursuant to Section 119.12, Florida Statutes.

16. **UNAUTHORIZED ALIEN WORKERS:** Brevard County will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e)(Section 274A(e) of the Immigration and Nationality Act "INA"). The County shall consider the Contractors intentional employment of unauthorized aliens as grounds for immediate termination of this Contract.

17. **FEDERAL TAX ID NUMBER:** The Contractor shall provide to the County their Federal Tax ID Number or, if the Contractor is a sole proprietor, a Social Security Number.

18. **EMPLOYMENT:** The Contractor shall not engage the services of any person or persons now employed by the County, including any department, agency, board or commission thereof, to provide services relating to this Contract without prior written consent from the County.

19. **PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

20. **CONSTRUCTION OF AGREEMENT:** The parties hereby acknowledge that they fully reviewed this Contract and its attachments and had the opportunity to consult with

legal counsel of their choice, and that this Contract shall not be construed against any party as if they were the drafter of this Contract.

21. **SEVERABILITY:** If any provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way

22. **NOTICE:** Notice to the County under this Contract shall be given by certified mail or hand delivery as follows: Brevard County, BoCC, Information Technology Director, 2725 Judge Fran Jamieson Way, Viera, Florida 32940 and Notice shall be given to the Contractor by certified mail or hand delivery as follows: Intelli ERP Software, LLC., 1307 S. International Pkwy., Suite 1051, Lake Mary, FL 32746.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

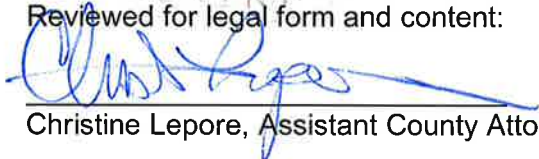


Scott Ellis, Clerk

BOARD OF COUNTY COMMISSIONERS
OF BREVARD COUNTY, FLORIDA

By: 
Jim Barfield, Chairman

Reviewed for legal form and content:



Christine Lepore, Assistant County Attorney

As approved by Board on: August 5, 2014

CONTRACTOR

By: 
Signature

Ramakant Singh, CEO
Name & Title, Typed or Printed

Intelli ERP Software, LLC.
Name of Company, Corp., etc.

1307 S. International Pkwy., Suite 1051
Lake Mary, FL 32746
Address, City, Zip Code

(407)-732-7750

Area Code/Telephone Number

Attachment "A"

Price Sheet

The Contractor and the County agree to the Fee Structure below, for the job category and services listed. As stated in this Contract, specific project engagements will be provided in a task order issued by the County to the Contractor. The County and the Contractor may negotiate on terms and conditions for each task order, so long as such terms and conditions are not in conflict with this Contract. The parties agree that fees and rates shall not exceed those listed below. Any travel by the Contractor for the purposes of this Contract will be paid, on a reimbursement basis, in accordance with Section 112.061, Florida Statutes.

Monthly Cost for Level 2 Support as described in the Scope of Services:

\$8,300 per month

Personnel Cost by Skills Set:

Project Resource	Rate per hour Level II Consultant	Rate per hour Level III Consultant
Functional Team		
SAP Financials – CO Consultant	\$130	\$155
SAP Logistics – MM Consultant	\$125	\$150
SAP SRM Consultant	\$145	\$170
SAP HR – PA/PD/OM/Benefits	\$130	\$155
SAP HR – Payroll Consultant	\$135	\$170
Technical Team		
SAP ABAP Consultant	\$105	\$120
SAP Basis Consultant	\$105	\$125
SAP Workflow Consultant	\$120	\$140
SAP Enterprise Portal	\$130	\$155
SAP BW/BI Consultant	\$111	\$125
Project Management		
SAP Project Manager	\$155	\$190
TOTAL PRICE		

Note: Level II Consultant: Must have at least 3-5 years of relevant experience in and training
Level III Consultant: Must have greater than 5 years of relevant experience in and training