



County of Fairfax, Virginia

AMENDMENT

Date: September 20, 2011

AMENDMENT NO. 6

CONTRACT TITLE: Enterprise Resource Planning (ERP) System/Software

CONTRACTOR

SAP Public Services, Inc.
3999 West Chester Pike
Newtown Square, PA 19073

VENDOR CODE

B541865804 01

CONTRACT NO.

MT09-011130-10A

By mutual agreement, Contract MT09-101130-10A is hereby amended to incorporate Exhibit G Statement of Work for Training Delivery (attached).

This Statement of Work is a time and materials project with an estimated total cost of \$39,304. Actual costs may vary based on the actual number of hours provided to fulfill the project requirements.

All other terms and conditions remain the same.

Cathy A. Muse, CPPO
Director/County Purchasing Agent

DISTRIBUTION

Finance – Accounts Payable/e
DMB – Debra Dunbar/e
FCPS – Debra Borden

Contractor
Contract Specialist – L. Robinson
ACS, Team 1 – J. Waysome

Department of Purchasing & Supply Management
12000 Government Center Parkway, Suite 427
Fairfax, VA 22035-0013

Website: www.fairfaxcounty.gov/dpsm

Phone (703) 324-3201, TTY: 1-800- 828-1140, Fax: (703) 324-3228

**Exhibit F
to
MT10-1011130-10A**

**Statement of Work
Dated September 7, 2011
Professional Services Agreement or Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
Fairfax County, VA ("Licensee")**

Project Name: Training Delivery ("Project")

This Statement of Work and the terms and conditions of MT10-1011130-10A, having an Effective Date of September 7, 2011, describes the Services to be provided to Licensee in support of the Project at the rates listed and as authorized by Licensee by signing this Statement of Work.

1. Project Approach

Licensee requires SAP consulting Services for the duration of the Project. The SAP Consultant(s) assigned to this Project will assist with the training on the SAP Software and assist Licensee in gaining a better understanding of the SAP Software applications.

Licensee is owner of the Project and is responsible for and controls the implementation, scope, costs, resources and targeted solutions. The scope of the Project is set forth in the attached Exhibit 1, which is incorporated herein by reference. Exhibit 1 also includes certain Responsibilities and Assumptions and associated delivery dates that are the responsibility of Licensee. In addition to the tasks specified in Exhibit 1 hereto, Licensee agrees to provide appropriate Project resources, including but not limited to equipment, (access to Licensee's systems/landscapes, computer networks, printers), pertinent information, workspace, connectivity to access SAP networks and websites, and appropriate and cooperative personnel (including administrative support), to facilitate the performance of the Services. Licensee shall designate a Project Manager to work with the SAP Consultant(s) to facilitate the provision of the Services. It is mutually understood that business requirements, resources and dates may change.

Licensee is responsible for revising the estimated Project plans and requesting changes to the requirements for SAP Services. The SAP Consultant(s) may assist in planning the Project, selecting resources and quality checking the activities and progress.

The Project is estimated to start on September 14, 2011 and has a projected completion date of October 20, 2011. The Consultants will work on the Project during this time, and provide support as specified by Licensee. Licensee agrees to provide SAP at least five (5) days prior written notice of a request to withdraw the Services of any assigned Consultant when such withdrawal is less than the Estimated Duration (listed in Section 3 of this Statement of Work).

2. Assumptions and Responsibilities

Project Assumptions and Responsibilities are set forth in Attachment 1. Should Licensee fail to fulfill those that are applicable to Licensee, the estimated fees, timeline and scope are all subject to change. Such changes will be mutually agreed to by the parties and set forth in writing.

3. Assigned SAP Consultants and Estimated Fees

SAP will support the Project by providing Consultant(s) to be located at designated U.S. Licensee facilities. Licensee agrees and understands that the assigned SAP Consultant(s) may occasionally perform Services on the Project from a remote location.

The Consultant type(s) currently assigned to Licensee to work on this Project is:

<u>Function</u>	<u>Rate</u>	<u>Estimated Start Date</u>	<u>Estimated End Date</u>
Senior Instructor	\$289.00/hr	9/14/2011	10/20/2011

The services are to be delivered by two instructional resources, as identified in Attachment 1. The total estimated effort associated with the Project is 17 days.

The estimated consulting fees for the Project are \$39,304, including all expenses. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes. This estimate is based on the following:

- Information provided by Licensee to SAP
- SAP's understanding of the project scope, based on Licensee information

Should the information provided by Licensee be inaccurate or should SAP gain additional information during the Project, the estimated fees, timeline and scope may be subject to change.

The prices herein are based upon a 40-hour work week for core Project team members, including those from Licensee. However, a Project of this nature may have "peak" periods where the Project team will be expected to work outside normal business hours. Full-time Licensee core Project team members will not have responsibility for work outside the scope of the Project. Other Licensee projects that are currently underway or may start during this Project will not utilize the resources, facilities, or technical infrastructure required for this Project. Licensee will continue to be responsible for the existingsystem without having a negative impact on the Project.

4. Compensation of SAP

The Services provided by SAP will be invoiced monthly, on a loaded hourly rate basis. The invoice will include a summary of the hours charged by Consultant. All payments for undisputed amounts are due 30 days from date of receipt of a proper invoice.

Any invoice discrepancies and/or disputes will be documented by Licensee and forwarded to SAP within 14 days of the receipt of the invoice.

SAP will mail invoices monthly to the following licensee billing address:

Fairfax County Public Schools
Department of Financial Services
8115 Gatehouse Road
Falls Church, VA 22042

Notwithstanding anything to the contrary, Licensee acknowledges and agrees that: 1) it must provide SAP a valid purchase order for the Services contemplated under this SOW, and SAP shall have no obligation to commence any Services hereunder until it receives such purchase order; 2) such purchase order shall be governed by the terms of the Agreement; and 3) should SAP, in its sole discretion, elect to commence Services hereunder in advance of its receipt of a purchase order, the same shall not operate as a waiver of any of SAP's rights (including, without

limitation, SAP's right to stop its performance of the Services at any time during the period where the purchase order remains outstanding)..

SAP contact for invoice questions: Kenneth Mead; kenneth.mead@sap.com; 404-943-6398.

Licensee contact for payment questions: Cheryl Ege, Cheryl.ege@fairfaxcounty.gov 703-324-4878

5. Non-Solicitation/No-Hire

Neither party shall solicit or hire, in any capacity whatsoever, any of the other party's employees involved in this SOW (have used full term "Statement of Work" prior to this section) during the term of this SOW and for a period of six (6) months from the termination hereof, without the express written consent of the other party or as prescribed by Fairfax County Government or Fairfax County Public Schools personnel regulations.

6. Changes

Any change to this Statement of Work shall be subject to mutual written agreement of the parties and shall be made in accordance with Attachment2 hereto, Change Order, which is hereby incorporated by reference. SAP shall not commence work on any such change unless and until the change has been agreed to in writing by both parties.

IN WITNESS WHEREOF, the parties have so agreed as of the date written above.

Accepted By:

SAP Public Services, Inc.
(SAP)

By: _____

Print name: _____

Title: _____

Date: _____

DAVID KATZ

CLIENT PARTNER

9/19/2011

Accepted by:

Fairfax County, VA
(Licensee)

By: _____

Print name: _____

Title: _____

Date: _____

Cathy A. Muse

Cathy A. Muse

Purchasing Agent

9/19/2011

Attachment 1 = Project Definition
Attachment 2 = Change Order Procedure

Attachment 1
Dated September 7, 2011
to
Professional Services Agreement or Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
Fairfax County, VA ("Licensee")

Project Definition

This Attachment 1 to the Statement of Work addresses the Implementation Consulting Services required of the Project. It is mutually understood that business requirements, resources and dates may change subject to the applicable terms of this Statement of Work and that any such material change requested by Licensee or as a result of Licensee inability to provide agreed upon resources and to perform its other responsibilities set forth herein or the result of Licensee errors or omissions may result in a Change Order in accordance with the Change Order Procedure as defined in Attachment 2.

Licensee is responsible for requesting changes to the requirements for Services. The SAP Project Manager will assist in planning the Project, selecting resources, and quality checking the activities and progress. It is understood by SAP and the Licensee that any material changes to scope, will be addressed through a formal change order process. Material changes are those which specifically will impact either budget, fees, scope, timeline or resources.

1.0 Enterprise Scope

Section 1.0 defines the enterprise scope for the Project. Any areas and processes not identified as within scope are assumed out of scope.

1.1 Functional Scope

SAP will provide instructor resources to support the user training in preparation for the Licensee's deployment of SAP applications. Various and multiple instructor resources will be provided over the course of the Project. Estimated timeframes and effort are detailed in Table 2.1, below.

The services to be provided include both classroom instruction and instructor preparation time. During classroom instruction delivery, Licensee will provide Subject Matter Experts who are knowledgeable of the training material in support of the instructor.

2.0 Project Approach

2.1 Project Timelines

The Project is estimated to commence on 9/14/2011 and conclude on 10/20/2011. Delivery of classes is anticipated to be provided in accordance with the schedule in Table 2.1, below:

Table 2.1:

Trainer	Start Date	End Date	No of Days	Classes
Paul Rowley	9/20	10/14	10	Accounts Receivable. There are 7 days of instruction and 3 days of prep. Classes to be held September 22, 23 and 27, 2011 and October 6, 7, 13 and 14, 2011.
Lisa Veal	10/3	10/20	7	Asset Management There are 3 days of prep during the week of Oct 3 and delivery on October 11, 12, 19, and 20, 2011.
Total			17	

2.2 Project Toolset

Licensee will support the use of the SAP team laptops on its network or Licensee will provide laptops or PCs with the Microsoft Office Suite and e-mail capability for the Project team.

2.3 Logistics

Primary Workspace:

1. Gatehouse Building
Falls Church, VA
2. Leis Center
Falls Church, VA
3. Plum Center
Springfield, VA

FFCPS Facilities:

Licensee will provide a working environment and facilities adequate for SAP to perform their assigned duties. This includes, but is not limited to, adequate conference rooms, cubicle space and telephone access.

Project team members will be given access to the Licensee's SAP training environment. Licensee shall provide secure dial-in and/or direct access to the Licensee networks as necessary.

SAP will be provided with full access to all of Licensee's facilities necessary for the Project, including all necessary identification material (badges, cards, etc.), subject to the terms and conditions of the Agreement. This includes full access to such buildings and systems during and after normal business hours, on weekends, and on holidays. Limitation of SAP access during these times may reduce SAP's ability to maintain the proposed schedule.

2.4 Project Governance

The Project will have sponsorship from Licensee's senior management, who will be available on a timely and regular basis to monitor the Project progress and to act as a decision maker for policy decisions

2.5 Licensee Roles and Responsibilities

Licensee will provide knowledgeable, decision empowered resources that are available to work on the Projects as part of the Project team.

The Core Team roles and responsibilities outlined below are the basis for SAP's implementation plan, resource and cost estimates. Lack of availability of Core Project Team members or failure to complete the responsibilities in a timely manner as per the Project Timeline will affect the Project schedules and SAP shall present to Licensee the impact of this to be handled as part of the Change Order Procedures. The Licensee Core Team roles are identified and defined below:

2.5.1 Roles and Responsibilities

Licensee Team Role: Subject Matter Expert associated with training material to be delivered.

Licensee Team Role: Project Manager to manage training delivery schedule, audience identification, classroom resources, and attendance.

3.0 Project Deliverables

Each Party will be responsible for producing the following Project Deliverables as defined by the Project Implementation Methodology. As stated below the deliverables are defined as:

Delivery of specific training courses, in instructor-led, classroom format estimated to be delivered according to the schedule in Table 2.1. Licensee will assist with scheduling, and be responsible for audience identification, scheduling of classroom resources, and attendance tracking.

Attachment 2
dated September 7, 2011
to
Professional Services Agreement or Schedule ("Agreement")
between
SAP Public Services, Inc. ("SAP")
and
Fairfax County, VA ("Licensee")

Change Order Procedure

Any change to this Statement of Work must be agreed to, in writing, by both parties. The following procedure (whether requested by Licensee or SAP) will be used to control all changes. All Requests For Change ("RFC") to the Statement of Work must be made in writing and shall be submitted by the appropriate Project Manager. Each request should contain the following information:

- The requested change;
- The impact, if any, on the existing work product;
- Estimated impact, if any, on project schedule; and
- Estimated change, if any, in consulting fees.

The Project Manager shall review and accept or reject the RFC. If rejected, the RFC shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved RFC's will be incorporated into the Change Order to this Statement of Work. SAP will not perform any Services outside of the Statement of Work until the RFC has been signed.

1. Describe the requested change:

2. Define the impact, if any, on existing work product:

3. Define additional work product required as a result of the requested change, if any:

4. Define the impact, if any, to the existing Project schedule. Provide an updated Project schedule, if appropriate.

5. Provide an updated work product and payment schedule, if appropriate.

Accepted By:
SAP Public Services, Inc.
(SAP)

By: _____

Print name: _____

Title: _____

Date: _____

Accepted By:
Fairfax County, VA
(Licensee)

By: _____

Print name: _____

Title: _____

Date: _____