

AN ORDINANCE 2014 - 10 - 16 - 0790

AUTHORIZING A PROFESSIONAL SERVICES CONTRACT FOR AN AMOUNT NOT TO EXCEED \$82,270.00 WITH SAP PUBLIC SERVICES, INC. FOR THE AUTOMATION OF THE CITY'S MONTHLY FINANCIAL REPORT FOR THE CITY OPERATING BUDGET FUNDED FROM THE INFORMATION TECHNOLOGY PROJECT BUDGET.

* * * * *

WHEREAS, the City's Monthly Financial Report is developed using financial data from the City's SAP Financial System and is prepared manually; and

WHEREAS, in 2014, the City's Office of Management and Budget and Finance Department developed a Monthly Financial Report using the City's current SAP Financial System to provide a detailed Financial and Budget information report; and

WHEREAS, professional services from SAP are needed to enhance the functionality of the automated monthly financial report to allow it to report at a higher level of detail and provide improved analytics and a more efficient citywide monthly financial reporting process; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. A contract with SAP Public Services, Inc., for professional services to automate the city's monthly financial report for the city operating budget, for an amount not to exceed \$82,270.00, funded from the information technology project budget, is hereby approved. A copy of the contract is attached hereto and is incorporated by reference as **Attachment 1**. The Chief Technology Officer or his designee is authorized to execute all documents related to this agreement.

SECTION 2. Payment in the amount of \$82,270.00 in SAP Fund 43099000, Certificates Of Obligation Capital Projects, SAP Project Definition 09-00034, Public Budget Formulation, is authorized to be encumbered and made payable to SAP Public Services, Inc., the automation of the City's Monthly Financial Report.

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance shall be effective immediately upon passage by eight affirmative votes; otherwise it shall be effective on the tenth day after passage hereof.

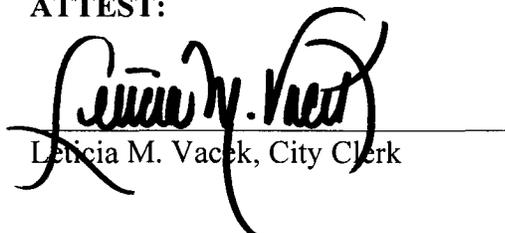
JK
10/16/14
Item #6

PASSED and APPROVED this 16th day of October, 2014.



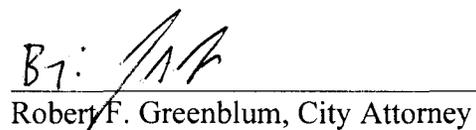
M A Y O R
for Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Robert F. Greenblum, City Attorney

Agenda Item:	6 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22)
Date:	10/16/2014
Time:	11:31:52 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing a professional services contract for an amount not to exceed \$82,270.00 with SAP Public Services, Inc. for the automation of the City's Monthly Financial Report for the City Operating Budget funded from the Information Technology Project Budget. [Ben Gorzell, Chief Financial Officer; Hugh Miller, Director, Information Technology Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Diego Bernal	District 1		x				
Keith Toney	District 2		x				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6	x					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

**STATEMENT OF WORK (SOW)
FOR THE PROVISION OF SERVICES
effective September 10, 2014**

between

**SAP Public Services, Inc.
3809 West Chester Pike, Suite 200; Newtown Square, PA 19370
(hereinafter "SAP")**

And

**City of San Antonio
515 S. Frio Street; San Antonio, TX 78283
(hereinafter "Licensee")**

Project Name: Implementation of Budget Report

Contact SAP	Person	Email: satish.manj@sap.com Telephone: 713-953-3643 Mobile: 832-434-7719
Contact Licensee	Person	Email: hugh.miller@sanantonio.gov Telephone: 210-207-7907

This Statement of Work (SOW) is entered into between SAP and Licensee incorporating the Professional Services Agreement dated June 30, 2002 (hereinafter "the PSA").

1. Project Overview

SAP will provide Consultants to perform the Services for Licensee in accordance with the terms of this SOW (the "Project"). SAP's Services will provide support to Licensee for Licensee's Project. Licensee is owner of the Project and is responsible for and controls the process, scope, costs, resources, deliverables and targeted solutions of the Project.

Within the scope of this Project, SAP will provide the Services by providing Consultants as described in the remuneration section below. The Consultants provided may be SAP employees or SAP's third party subcontractors.

2. Scope of Services

Licensee requires SAP Services related to its SAP Software. It is mutually understood that business requirements, resources and dates as well as the relevant remuneration may be subject to change via the Change Request Procedure, including if Licensee responsibilities and assumptions are not performed in a timely and appropriate manner and / or if the Project resources are not provided.

SAP will assign consultant/s to jointly work with the licensee team to incorporate the changes based on the Assessment phase completed in June 2014 and help generate the report as needed by the licensee's budget office based on the Assessment conducted and recommendations delivered in June 2014.

Licensee agrees to provide appropriate Project resources, including but not limited to equipment, data, information, workspace and appropriate and cooperative personnel, 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

3. Assumptions and Responsibilities of Licensee

The assumptions and responsibilities for this Project are listed as follows:

- All supporting documentation work product will be developed for industry standard Microsoft Windows-based PCs using applicable (as reasonably determined by SAP) Microsoft Office applications (Word, Excel, and PowerPoint)
- Unless otherwise expressly stated, no software developments will be made under this SOW.
- Unless otherwise expressly stated, any data cleansing or data cleanup is wholly the responsibility of Licensee.
- Licensee will provide knowledgeable, decision-empowered resources that are available to work on the Project as part of the Project team.
- 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 and issue resolution.

- 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. Licensee will provide SAP with all necessary authorizations.
- Licensee will support the use of the SAP team laptops on its network or Licensee will provide PCs with the Microsoft Office Suite and e-mail capability for the Project team.
- Project team members will be given access to the Licensee's SAP environment. Licensee shall provide secure dial-in and/or direct access to Licensee networks as necessary.
- SAP will be provided with the necessary 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 PSA. This includes necessary 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. SAP will also be provided with the necessary authorizations for remote access to Licensee's systems.

The responsibilities and assumptions are considered to be material contract duties of Licensee.

Licensee agrees that any estimates provided in this SOW may be subject to change if Licensee's responsibilities and Project assumptions are not fulfilled.

4. Period during which the Services will be provided and Place of Performance

4.1 The Services will be provided between the Expected Start Date: September 15, 2014 and the Expected End Date: October 24, 2014.

The Expected End Date is an estimated date only. This SOW will remain in effect until the Services agreed have been concluded unless otherwise agreed between the parties in writing.

4.2 The place of performance where SAP's consultants will be performing the Services is Licensee's facility in San Antonio, TX.

Licensee agrees that certain parts of the Services may also be performed on SAP's premises or via remote connection.

5. Remuneration

5.1 Rates / Remuneration

The Consultant type(s) currently assigned and the fees for the Project are as follows:

Title	Consultant Level	MSRP Rate	GSA	Estimated # of hours
Principal Consultant	K6	\$317.00	\$301.15	40
Sr. Consultant	K5	\$268.00	\$254.60	240
Remote - technical / ABAP	Global Delivery (GD)	\$80.00	\$76.00	120

The estimated consulting fees for the Project are USD \$82,270 exclusive of expenses. This estimate is for Licensee's budgetary and SAP's resource scheduling purposes. This estimate is based on the information provided by Licensee to SAP and 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.

SAP reserves the right to change the rates upon thirty (30) days' notice. Any increased rate(s) shall not exceed the prior rate(s) plus an adjustment made for increases in the consumer price index plus 3%. CPI as used herein means U.S. Consumer Price Index for all Urban Consumers, U.S. City Average - All Items 1982-1984 = 100 Base for the applicable twelve (12) month period as published by the Bureau of Labor Statistics.

The rate is based on eight hours of work daily. Overtime is compensated on a proportional basis. In general, SAP calculates time-and-a-half for deployments on weekends and holidays (public holidays in the State of Texas or at the project location where works and services are being provided), as well as for night shifts (8:00 p.m. to 8:00 a.m.). SAP also calculates a minimum of four working hours per day for deployments.

These special business terms apply to this quotation only.

5.2. Expenses

Expenses as actually incurred are billed monthly.

5.3. Invoicing and Payment

The Services provided by SAP will be invoiced monthly on a time and expense basis. The invoice will include a list of the activities to which it refers and applicable expenses. SAP may issue separate invoices for time and related expenses. Payment is due 30 days from the date of invoice. No cash discount is granted.

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

Hugh Miller, Chief Technology Officer

City of San Antonio
515 S. Frio Street
San Antonio, Texas, 78283-3966

SAP contact for invoice questions: Satish Mani, 832-434-7719, Satish.mani@sap.com

Licensee contact for invoice questions: Hugh Miller, 210-207-7907, hugh.miller@sanantonio.gov

5.4 Taxes

Fees and other charges described in this SOW do not include federal, state or local sales, foreign withholding, use, property, excise, service, or similar transaction taxes ("Tax(es)") now or hereafter levied, all of which shall be for Licensee's account. With respect to state/local sales tax, direct pay permits or valid tax-exempt certificates must be provided to SAP at the execution of this SOW. If SAP is required to pay Taxes, Licensee shall reimburse SAP for such amounts. Licensee hereby agrees to indemnify SAP for any Taxes and related costs, interest and penalties paid or payable by SAP. Licensee also agrees to pay SAP for additional personal income tax amounts, if any, created by the taxability of Consultants reimbursed travel and living expenses resulting from long term assignments at Licensee's locations.

The location for the Services provided hereunder is identified by Licensee as: 515 S. Frio Street, San Antonio, Texas 78283-3966("Service Location"). Licensee agrees and understands that the calculation of Taxes may be affected by the Service Location.

6. Change Request Procedure

Any change to this SOW that affects the scope (by material reduction or addition), content, methods or schedule, shall be subject to mutual written agreement of the parties and shall be made in accordance with Exhibit 1 hereto (Change Request), 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.

7. Cancellation / Termination

Notwithstanding termination for cause, this SOW can be terminated by Licensee any time, in whole, by providing at least 30 days prior written notice stating the effective date. In event of termination, SAP shall be paid all fees then due and owing, including expenses, and for all Services performed (including the notice period), irrespective of whether Services have been invoiced yet. Licensee agrees that in the event this SOW is terminated with less than 30 days prior written notice, SAP reserves the right to also invoice and be paid for the balance of the remaining hours measured from the insufficient notice date up to the 30 day notice requirement.

8. Validity of Quotation

The validity of this Statement of Work will expire on September 26, 2014 unless sooner executed by Licensee, or extended in writing by SAP.

9. General

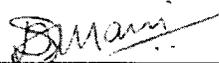
Any earlier quotations that SAP has submitted concerning the same works and services are hereby withdrawn. The terms, conditions, and details in this quotation also apply to any Services and Work Products that are or have been provided to Licensee before a contract is concluded.

Should any provision of this quotation be ineffective or unenforceable, the validity of this quotation remains unaffected. In this case, the parties undertake to replace the ineffective provision with an effective provision that achieves as nearly as possible the business purpose of the ineffective provision.

Except as provided in the severability clause this offer may be accepted only in its entirety.

Accepted By:

**SAP Public Services, Inc.
(SAP)**

By: 
Print name: SATISH MANI
Title: CLIENT PARTNER
Date: 09/29/2014

**Accepted By:
City of San Antonio
(Licensee)**

By: _____
Print name: _____
Title: _____
Date: _____

Exhibit 1
To
Statement of Work (SOW) effective September 10, 2014

between

SAP Public Services, Inc.
3809 West Chester Pike, Suite 200; Newtown Square, PA 19370
(hereinafter "SAP")

And

City of San Antonio, 515 S. Frio Street; San Antonio, TX 78283;
(hereinafter "Licensee")

Project Definition

This Exhibit 1 to the Statement of Work (SOW) addresses the 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, fulfill applicable assumptions and to perform the Licensee 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 Exhibit 2.

Licensee is responsible for requesting changes to the requirements for Services. It is understood by SAP and the Licensee that any material changes to scope that are requested, will be addressed through a formal change order process. Material changes are those which specifically will impact either budget, scope, timeline or resources.

1.0 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 Project Scope

The project scope is to create a Custom Field to Align CO and FM Data in order to improve the usability of the Monthly Financial Report (T-Code: ZMFR). The planned approach is to populate the cost center or an internal order on a user-defined field in the budget table (FMBH and FMBL). Commitment and actual tables already have cost center and internal order data populated in the CO Object field (OBJNRZ). With this user-defined field, the CO data can then be aligned with the FM data.

In Scope

- Create customer field to align CO and FM data
- Modify FM derivation rules
- ABAP code to support the custom field
- Create 'Monthly Financial Report' report, in Business Objects, where data is extracted from ECC to BW through an ETL (Extract, Transform, and Load) tool
- Transformation is also required to align the data between CO and FM based on data modeling prototypes
- Modify FM Budget Report (ECC ZMFR) in ECC to include the new user defined field.
- The scope of work includes the operating budget only.

Out of Scope

- Licensee is responsible for regression testing.
- Licensee is responsible for performance testing.
- Licensee is responsible for data cleansing, if needed.

1.2 Additional Services

In the event Licensee requires additional Services, SAP could provide such Services through a separate Statement of Work.

2.0 Project Approach

2.1 Approach

Project is estimated to be 6 weeks. SAP will assist with the following key project activities:

- Lead and support design sessions
- Create Functional Specification
- Support development activities
- Support testing activities
- Support deployment activities

Licensee is owner of the Project and is responsible for and controls the process, scope, costs, resources, deliverables and targeted solutions of the Project.

3.0 Project Deliverable

As a result of the project work, Licensee will have a Custom Field to Align CO and FM Data and a BI report (to support ETL requirements).

Exhibit 2
to
Statement of Work (SOW)
dated September 10, 2014
to
Professional Services Agreement or Schedule ("PSA")
between
SAP Public Services, Inc. ("SAP")
and
City of San Antonio, 515 S. Frio Street; San Antonio, TX 78283; (hereinafter "Licensee")

Change Order Procedure

Any change to this SOW 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 Change Requests to the SOW 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 Services and Deliverables (if any);
- 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 Change Request. If rejected, the Change Request shall be returned to the submitting party with written reasons for rejection and, as appropriate, any alternatives.

All approved Change Requests will be incorporated into the Change Order to this SOW. SAP will not perform any Services outside of the SOW until the Change Request has been signed by both parties.

1. Describe the requested change:

2. Define the impact, if any, on existing Services and Deliverables (if any):

3. Define additional Services 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 Services and payment schedule, if appropriate.

Accepted By:

**SAP Public Services, Inc.
(SAP)**

By: _____

Print name: _____

Title: _____

Date: _____

**Accepted By:
City of San Antonio
(Licensee)**

By: _____

Print name: _____

Title: _____

Date: _____