

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 06 TO PROFESSIONAL SERVICES AGREEMENT NO: 23-PSA-PLA-17684, WITH PLANTE AND MORAN, PLLC, FOR THE PERFORMANCE OF IMPLEMENTATION ADVISORY SERVICES, AS DIRECTED BY THE COUNTY.**

**RECITALS**

**WHEREAS**, on February 24, 2023, the County entered into a Professional Services Agreement No: 23-PSA-PLA-17684, with Plante and Moran, PLLC to perform Enterprise Resource Planning Consulting Services to assist the County with the development of scope, procurement, design and implementation of a new ERP System; and

**WHEREAS**, the implementation advisory services includes organizational change management support, data conversion assistance, implementation subject matter expertise and overall implementation advisory services, and also includes, at the County’s option, internal controls review and separation of duties analysis in order to help insure the best configuration and implementation of the ERP System; and

**WHEREAS**, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract amendment (attached hereto, an incorporated herein) and finds that executing the amendment for the required services, serves a public purpose; and

**WHEREAS**, the additional services will be paid for out of the project budget.

**NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA**, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to execute Contract Amendment No: 06, increasing Professional Services Agreement No: 23-PSA-PLA-17684, by \$1,677,630.00 for the implementation advisory services.

Section 3. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 3rd day of September, 2024.

**Attest: Brandon J. Patty,**  
**Clerk of Circuit Court & Comptroller**

By: *Brandon J. Patty*  
Deputy Clerk

**BOARD OF COUNTY COMMISSIONERS OF  
ST. JOHNS COUNTY, FLORIDA**

By: *Sarah Arnold*  
Sarah Arnold, Chair **SEP 03 2024**  
**Rendition Date** \_\_\_\_\_





**CONTRACT AMENDMENT NO: 06**

RFP No: 23-13; Enterprise Resource Planning Consulting Services  
Master Contract No: 23-PSA-PLA-17684

August 9, 2024

Plante and Moran, PLLC  
3000 Town Center, Suite 100  
Southfield, MI 48075

Contract Amendment No: 06 is hereby issued to amend the above referenced Master Contract as follows:

1. Addition of the Implementation Advisory Services as provided in the Master Contract, as proposed in Plante & Moran’s proposal, dated 08/09/24, which includes organizational change management support, data conversion assistance, implementation subject matter expertise and overall implementation advisory services. These services shall be performed, as directed by the County, at a not-to-exceed amount of \$1,381,510.00. This amount includes estimated travel costs.
2. Include, at the County’s option, the optional services of: Internal Controls Review and Segregation of Duties Analysis, with included travel costs. These services, if elected by the County, shall be performed at a not-to-exceed amount of \$296,120.00. The Consultant shall not perform these services until directed, in writing, by the County.
3. The Contract Price is hereby increased by One Million Six Hundred Seventy-Seven Thousand Six Hundred Thirty dollars and Zero cents (\$1,677,630.00), to the revised not-to-exceed Contract Price of Two Million Three Hundred Thousand Forty dollars (\$2,300,040.00).

The County shall compensate the Consultant based upon the terms as stated in the Master Contract dated February 24, 2023, as amended thereafter.

With the exception of the amendments, changes, modifications and revisions noted in this Amendment, all other terms and conditions contained in the Master Contract, as previously amended, shall remain in full force and effect. The County and the Consultant acknowledge that any further changes, amendments, modifications or revisions to the Contract shall be in writing and executed by duly authorized representatives of each party.

In Witness Whereof, authorized representatives of the County and Consultant have executed this Amendment on the dates below noted.

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

Jaime Locklear, Purchasing Director  
Printed Name & Title – County Representative

\_\_\_\_\_  
Signature of Consultant Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name & Title

**End of Amendment No: 06**



JULY 25, 2024

**Count on us.**

ST JOHNS COUNTY, FL

ERP Software Implementation Advisory Services Proposal



---

## Table of Contents

Scope of Work.....	4
Statement of Understanding.....	5
Scope of Services.....	5
1. Implementation Advisory Services.....	5
<i>Project Initiation and Implementation Planning</i> .....	6
<i>Project Execution and Controlling</i> .....	6
<i>Project Closing and Post Implementation Support</i> .....	7
2. Organizational Change Management Support.....	7
3. Implementation Subject Matter Expertise.....	10
4. Data Conversion Support.....	12
5. Internal Controls Assessment (Optional) .....	14
6. Segregation of Duties Analysis (Optional).....	15
Key Personnel.....	17
Project Budget.....	26
Professional Service Fees .....	27
Implementation Period from August 2024 till February 2025: (\$270/hour) .....	27
Implementation Period from March 2025 till February 2026: (\$281/hour) .....	27
Implementation Period from March 2026 till June 2026: (\$292/hour) .....	28
Summary of Implementation Period from August 2024 till June 2026: .....	28
<i>Project Fee Assumptions</i> .....	29



**Plante & Moran, PLLC**  
P.O. Box 007  
3000 Town Center, Suite 100  
Southfield, MI 48075  
Tel: 248.352.2500  
Fax: 248.352.0018  
[plantemoran.com](http://plantemoran.com)

July 25, 2024

Mr. Tom Tibbitts  
ERP Systems Architect, ERP Program  
St. Johns County Board of County Commissioners  
500 San Sebastian View,  
St. Augustine, FL 32084

Dear Tom,

Plante & Moran, PLLC (Plante Moran) is pleased to submit this draft proposal to provide additional services related to Project Management services for the Implementation phase to St Johns County ("the County"). We look forward to working with the County in their ERP modernization project.

Based on our previous conversations, this proposal will serve to further define the services discussed to include the project management implementation advisory services and other services. Our scope and specific activities are defined in the following pages.

We would consider the provided cost information as budgetary at this point in time that we would, intend to finalize once we have a better understanding as to the overall timeframe and project scope for system implementation.

Thank you for the opportunity to continue to provide professional services to the County. We look forward to continuing our services with the County on these important projects. If you have any questions concerning this proposal, please contact Deepak Agarwal at 248-223-3146 or [deepak.agarwal@plantemoran.com](mailto:deepak.agarwal@plantemoran.com), or me at 248-223-3799 or [mark.warner@plantemoran.com](mailto:mark.warner@plantemoran.com).

Very truly yours,

**PLANTE & MORAN, PLLC**

A handwritten signature in black ink, appearing to read "Mark Warner".

Mark Warner, Partner

# Scope of Work





---

## Statement of Understanding

---

On February 2023, the County engaged Plante Moran to provide ERP Software Consulting Services to assist the County with their business process review and selection of a new ERP system. Through the ensuing months, the County has concluded on the finalist software vendor and system integrator, namely Workday and Cognizant, and is in the process of finalizing agreements with them. The County is now requesting implementation advisory support from Plante Moran as the County team embarks on the implementation of these systems.

## Scope of Services

---

We are going through the contract negotiations for St Johns County with multiple solution vendors. Key points related to the scope are:

- Budgeting system Sherpa to go-live first March 2025 (starting of budget preparation)
- Workday Financials to go live October 2025 (starting of new fiscal year)
- Workday HCM/Payroll to go live January 2026 (new calendar year)
- Original duration of the project 15 months (including 3 months post-production support), now with the staggered approach the duration will be 19 months

As the County's ERP implementation will encompass multiple software systems, it envisions requesting Plante Moran's support requiring 19 months of services starting in August 2024 and continuing through March 2026. The purpose of this engagement is to assist the County's project managers in the implementation and acceptance of the selected solutions. The scope of Plante Moran's project implementation advisory services to be performed will be aligned with the vendor contracts jointly agreed to by the County and its ERP software vendors.

## 1. Implementation Advisory Services

---

The County is seeking implementation advisory services to support the implementation of Workday. Plante Moran proposes the creation of a project management office (PMO) to include additional County staff and other consultants as needed, to direct all Project Management activities and oversee the completion of implementation objectives in each of the project phases to include:

- Implementation planning
- Management and oversight of scope, schedule, and budget
- Assistance with transition to production
- Project close activities

We would expect that as part of the selected ERP integrator's Statement of Work (SOW), a defined schedule for implementation will be defined. The following summary activities are typical implementation advisory services the Plante Moran team provides during the implementation phase of the project.

---

## **Project Initiation and Implementation Planning**

As part of the initiation and planning phase of an implementation project, there are a number of project activities that will be performed to ensure that a solid foundation for moving forward has been established.

We would envision working with the County and the selected ERP integrator throughout these planning activities to conclude on the roles and responsibilities of all parties.

Specific deliverables include:

- Project organizational chart
- Roles and responsibilities (R&R) matrix
- Project charter
- Implementation lessons learned
- Client success characteristics
- Project issues, risks, and decisions tracking log
- Stakeholder communications plan
- Project management plan
- Review of vendor WBS
- Project schedule management plan
- Project timeline
- Project deliverables tracking
- Budget monitoring tool
- Project change and control procedures

## **Project Execution and Controlling**

Upon completion of the initiation and planning phases of the project, the project will migrate to an execution and controlling phase in which the project tasks defined during the planning phases will be performed. In essence, this phase of the project is where the large majority of activities and time will be spent managing and controlling the project. Specifically, we this phase will entail:

- Work with the selected ERP vendor to manage the project scope and schedule
- Work with the County to manage the project budget and review implementation vendor invoices
- Attend project meetings and record meeting minutes
- Maintain and report on project risks, issues, action items, and decisions
- Track and report project status
- Manage and coordinate process diagram and procedure updates



- 
- Review and provide feedback on training curriculums
  - Provide development assistance of training materials, either by the vendor or by us
  - Work with the vendor to manage and coordinate application unit testing/test scripts
  - Perform defined hardware, applications, and database configuration environment reviews
  - Provide other materials including data conversion maps, analytics strategies, and a go-live checklist

## Project Closing and Post Implementation Support

Upon completion of the executing and controlling phases of the project, the project will transition to a project closing and transition to support phase in which much of the time will be spent on resolving go-live issues and transitioning from an implementation to an ongoing operational state of the system.

Specifically, this phase will entail:

- Work with the County to develop a post-implementation plan/roadmap and transition plan
- Provide a post-implementation process and system audit
- Develop ongoing system support procedures, year-end cutover checklist, and lessons learned documentation

## 2. Organizational Change Management Support

---

All of the ERP projects we are involved with include some element of formal or informal change management activities. These activities are more critical with those clients who are migrating from technologies and processes that date back several years or have an organizational culture that is more resistant to change. We recognize that these changes come with many challenges and are crucial to the success of a project. Therefore, we recommend embedding formal and informal change management activities within our project methodology to manage change effectively throughout the duration of the project.

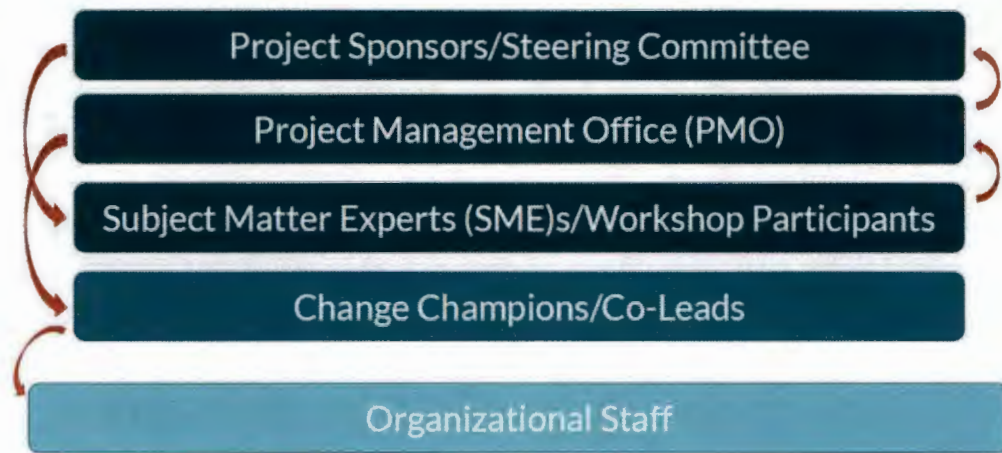
The following change management activities will be appropriate to consider for this focus area:

- **Organizational Change Climate Survey** discerns general and specific trends for the entire organization as well as providing insight into responses from individual teams, locations, or roles.
- **“Leading Your Organization Through Change” workshop** introduces basic Change Management concepts and prepares leaders and managers for common challenges that occur during organizational change.
- **Change Impact Assessment (CIA)** quantifies the impact of the change across the entire organization as well as by specific departments or locations. Scores are assigned for six key areas that influence the likelihood of lasting change.

- **Organizational Change Readiness Assessment Report** compiles all data gathered from stakeholder interviews, employee surveys, and the Change Impact Summary to present a holistic view of the organization’s current change state. The report includes employee testimonials, identified areas of potential resistance, as well as recommendations for specific change tactics and governance structure.
- **Facilitate Change Champion Network** with internal County Change Co-Lead(s) and Guide Change Team Members through suggested change management tasks
- **Recommend additional change management activities** as needed

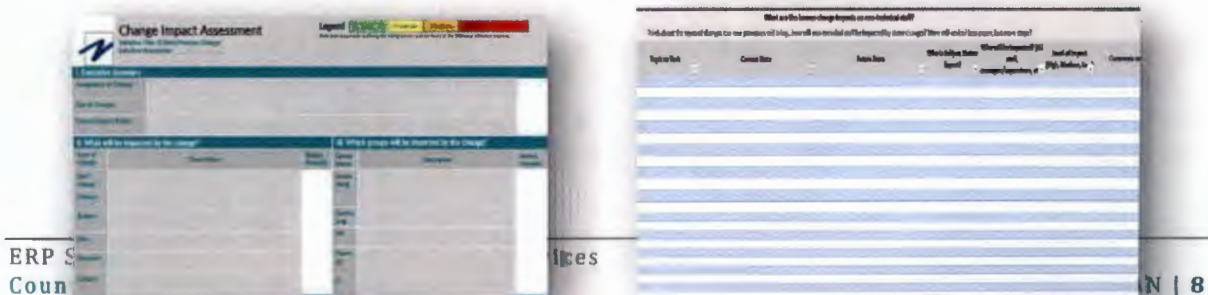
The creation of a Change Champion network is a great way to keep end-user stakeholders involved across the organization and helps provide the Project Management Office (PMO) with a place to socialize intended changes internally prior to sharing them with the County staff.

Plante Moran suggests the following Governance Structure for including Change Champions in the County’s implementation journey:



Change Champions usually sit “between the people and the product” and are a great way for project teams to both communicate upcoming changes as well as gain a broader understanding of the organizational response during the County’s change journey. Internal Change Co-Leads must be selected if the County chooses to create a Champion Network.

Plante Moran has developed a Change Impact Assessment tool that can be leveraged to efficiently assess the impact of proposed changes for the County staff. This instrument will assess County’s overall readiness across six key dimensions: 1) Staff 2) Systems 3) Roles 4) Processes 5) Structure 6) Culture. The results provide aggregate rating that helps quantify overall organizational impacts. The results are discussed with specific departments and functions to pinpoint potential barriers to improvement.



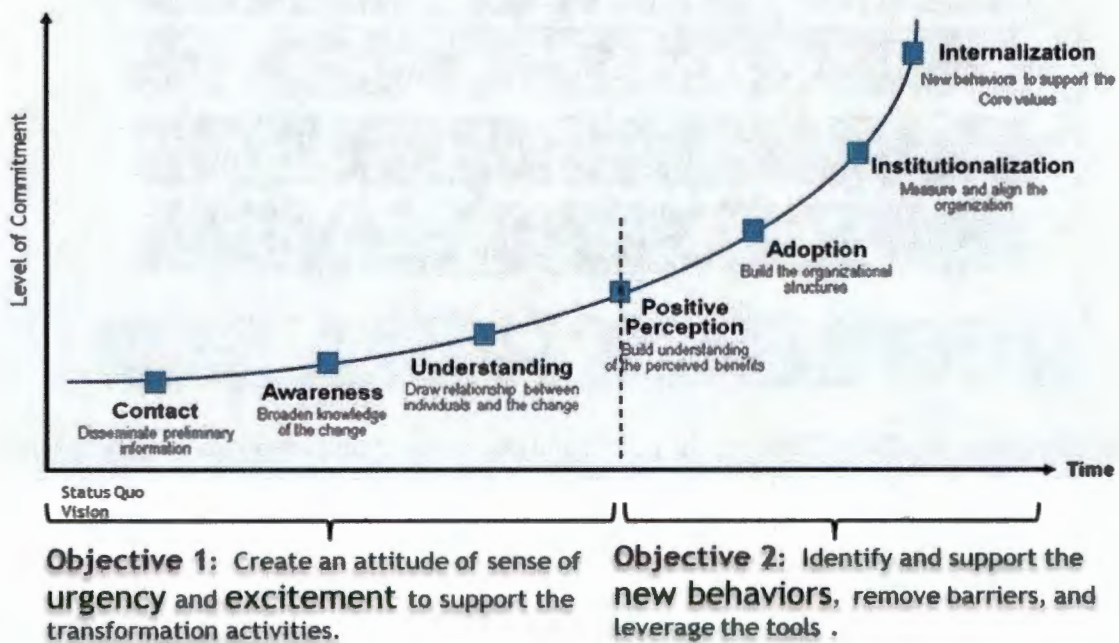


Analysis of the results can be used immediately to:

- Inform the County leaders of potential barriers to change
- Measure employee impact and level of potential disruption
- Identify critical opportunities for County to consider
- Uncover blind spots that could negatively impact adoption
- Leverage strengths by highlighting bright spots

The Assessment allows leaders to direct their attention and focus toward areas of the County that merit additional support, while simultaneously harnessing the organizational strengths. A thorough review of participant responses can help to quantify the number of change advocates as well as those who may require additional support in advance of the change initiative.

The graphic below shows the objectives of organizational change:



Stakeholders must transition through each stage of commitment. Each stage brings different needs that must be managed accordingly. Failure to achieve the next level of commitment will cause the change to fail and revert to the undesired behaviors. The commitment moves from the individual to the organization in stages that must be managed and closely monitored.

While your ERP vendor will likely include some version of training as part of your implementation, the material provided can vary as well as the range of potential services included in their training. In our experience, the most effective training comes from within the organization and is led by a combination of internal Subject Matter Experts (SMEs) and vendor representatives.



Plante Moran’s Change Management Team can support the County with the following training activities:

- Creating proprietary, step-by-step documentation for the County to use after go-live
- Recording accompanying videos in a designated Training environment (as opposed to Production)
- Providing key points for the City to consider when determining training metrics

The graphic below shows how Plante Moran will use tools and templates to manage this change:

Project Phase	Initiate	Plan	Execute	Monitor & Control	Close
Change Management Phase	Evaluate	Formulate	Develop	Execute	Complete
Change Management Focused Activity by Phase	<ul style="list-style-type: none"> <li>• What is changing? How big is the change?</li> <li>• How many are impacted by the change?</li> <li>• What is the awareness of the change?</li> </ul>	<ul style="list-style-type: none"> <li>• Developing the strategy</li> <li>• Identify best communication channels</li> <li>• Identify leaders</li> </ul>	<ul style="list-style-type: none"> <li>• Ensuring that change management is present in all activity plans</li> </ul>	<ul style="list-style-type: none"> <li>• Identify business process changes</li> </ul>	<ul style="list-style-type: none"> <li>• Make change stick</li> </ul>
<b>Plante Moran Change Management Tools and Templates</b>					
	<ul style="list-style-type: none"> <li>• Awareness measurement</li> <li>• Stakeholder assessment</li> <li>• Executive coaching</li> </ul>	<ul style="list-style-type: none"> <li>• Change network</li> <li>• Readiness touchpoints</li> </ul>	<ul style="list-style-type: none"> <li>• Communications Plan</li> <li>• OCM components in all project plans</li> </ul>	<ul style="list-style-type: none"> <li>• Change impact logs</li> <li>• Change mitigation plans</li> </ul>	<ul style="list-style-type: none"> <li>• Performance metrics</li> <li>• Coaching</li> <li>• Training</li> <li>• Celebrating</li> </ul>

### 3. Implementation Subject Matter Expertise

Throughout the course of the ERP implementation, Plante Moran anticipates providing a variety of subject matter expertise to the County on an as-needed basis. This will include, but is not limited to, assistance in the following areas:

- Human resources and payroll best practices
- Financials/Supply Chain/Budgeting best practices
- Cybersecurity
- System Integrations guidance
- Data analytics/data warehouse best practices

---

## We Facilitate, Translate and Mediate



Plante Moran acts as a

*facilitator,*

*translator,*

*and mediator*

as we work with the County, the system integrator and the software vendor.

As a *facilitator*, we work in a partnership with the County and the vendor to conduct discovery sessions, working meetings, and other activities on the project. In this role, we ensure:

- The action items, roles and responsibilities of downstream activities are clear, assigned and tracked to completion
- The documentation is created, reviewed and approved for key business processes, including mapping business process flows and recommending process improvement
- Issues and opportunities to implement the “To Be” processes are managed through the issue and risk process

As a *translator*, we assist the County, system integrator (SI) and software vendor in understanding the business processes and issues that arise. We have found that this skill is one of the most valuable to our clients as they work through the design, configuration and test stages of the implementation. Our staff understand the business of government, including states and the various needs of agencies, and we understand the capabilities of the software. This allows us to translate what the client is describing into terms and processes that the software implementation team can use in fulfilling the needs of the client in the configuration of the system.

As a *mediator*, we work to determine how to solve issues and design processes that will fill the gaps. These gaps may be gaps in the software capabilities, the client’s policy or procedures, or may need more creative future process solutioning. As we *facilitate, translate and mediate* through the business process transformation activities, we ensure we identify, document and manage gaps and assist in creating workaround interim solutions for the future business processes where necessary.



The resulting improvements using this approach will result in increased productivity, efficiency and service delivery to strengthen accountability and help to mitigate risk. Using the lean agile approach, we design, validate, revise and adopt the processes throughout the project stages to support the following areas:

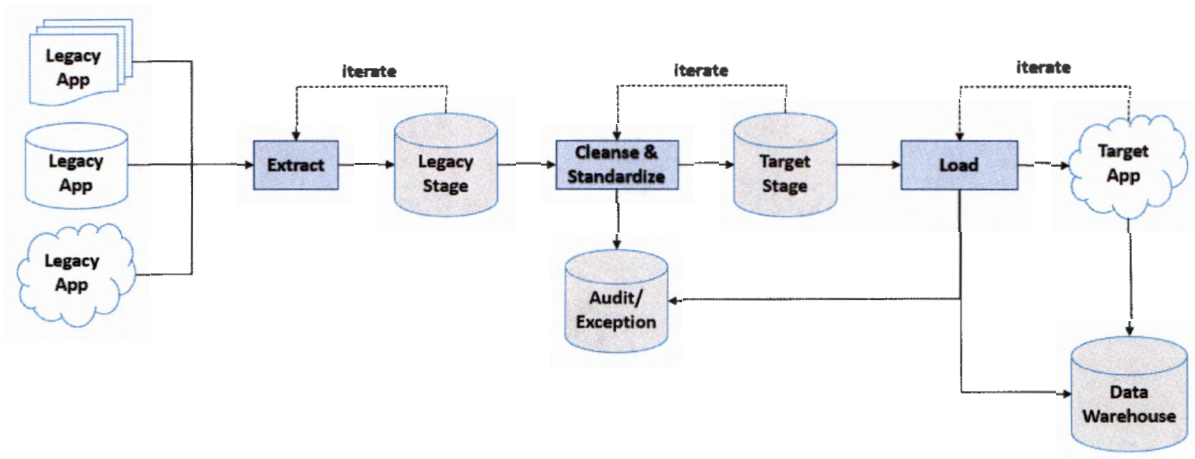
- Provides an understanding of the transition from current business and systems environment to the future business and systems environment
- Starts the change management process early and provides tools to continue the change and communication process throughout the project
- Assists in defining role-based security and workflow processes through the definition of roles and responsibilities in the future business processes, and identifying changes that will impact the people
- Identifies variances and unique steps within a process that need to be addressed in the solution
- Provides set up, testing, change communication, user documentation and training

## 4. Data Conversion Support

This section provides an overview of our typical methodology and approach for performing data conversion/migration initiatives. Our methodology often leverages data migration tools that enables us to connect to legacy sources, to easily profile and transform data, which can easily be rerun to support testing cycles, and enables historical data that is not going to be converted to be integrated into a data warehouse or data repository. Addressing historical data that is not to be converted often enables legacy applications to be sunset quicker and enables end users to create reports more easily or perform analysis on data that is representative of the new system. We also prefer to incorporate data governance even at a basic level when creating data crosswalks to establish documentation that will support the needs of business users and any analytics environments.

The Plante Moran data migration approach is represented in the following graphic.





*Data Migration Methodology*

**Legacy Applications** – This review includes work with the County staff to understand what systems will feed into Workday/Prism, and the most efficient and low-impact approach for extracting the data. The diagram reflects on-prem applications, SaaS applications, and applications in which data can only be exported into flat files. Data will need to be refreshed on demand to support test cycles, and eventually go-live.

**Data Extraction** – Data extraction is a process that replicates data into a staging database. Extractions can take many forms whether it be a direct database connection, API (SOAP or RESTful), or flat file extractions. Data will be left in a raw format and will be refreshed on demand based upon test cycle needs. The technology used to extract the data will be based upon what the client has available, can be done using scripting, or Plante Moran can make recommendations for a software subscription that can be leveraged to support the implementation or kept continuing to support an analytics environment.

**Legacy Stage** – The legacy stage database is typically a database schema that enables us to replicate raw data from each source feeding into the new system. This repository enables our team to profile data to identify anomalies that will impact target system loads, as well as to assist with building out the data crosswalk mapping. It is common for the data to be iteratively loaded based upon modules being migrated incrementally, based upon discovered anomalies that requires corrections on the source, as well as to perform data refreshes to support the testing cycles.

**Cleanse and Standardize** – This process reflects the ETL (extract, transform, load) in which data will be moved to the target staging database schema. This process will incorporate data quality routines to cleanse anomalies detected within the legacy staging schema, to standardize into new values, and to transform data to support the load process required by the new system.

**Target Stage** – The target stage database is typically a database schema that enables us to reformat legacy data into the required format of the target system. This profile will also include steps to profile the data to continue to detect data anomalies and as a final verification prior to being loaded into the new system. The data quality routines and testing will drive iterative loading for each module.

---

**Load** – The load process will move data from the target staging database into the new application. This process is determined by the loading routines available by the source. We do not recommend custom loads leveraging technologies for the migration. These processes are often driven from flat files or APIs. The target staging area is modeled to easily support the bulk load features provided by the new application. This process also iterates based upon test results within each module.

**Audit Exceptions** – The audit exceptions database schema is something we recommend capturing anomalies based upon business exception rules so that they can be easily captured and reported to the subject matter experts.

**Data Warehouse** – For those clients that already have a data warehouse, we will work with their team to find the best way to convert legacy data that will enable end users to perform analysis and create historical/longitudinal reports. This is often necessary even for financial data that only produces transactional data when the chart of accounts is changed. Other options are to simply build a data repository to capture the legacy data in a separate database or other repository to enable the legacy system(s) to be sunset and avoiding continuing to pay licensing.

Plante Moran also works with clients to build out enterprise analytic environments for those organizations that are not currently data driven. We will be happy to have these discussions with you to identify what is possible, and even do an assessment to help build a vision and roadmap to deliver when/if the time and budget allows.

## 5. Internal Controls Assessment (Optional)

---

Internal controls are an essential part of the County's risk management planning. Our team can serve as a partner to assess the effectiveness of the internal control framework surrounding the County's major business departments, including Finance, Procurement, OMB, HR, and Payroll. The assessment will involve policy review and an overview of the County's overall control environment for up to 20 departments.

Our assessment will focus on the following:

- Review of the County's administrative and financial policies, procedures, and practices.
- Review of the County's ongoing identification and assessment of risk, including its approach to risk identification and mitigation and the alignment of its objectives with risk assessment.
- Methods, procedures, and practices used to provide reasonable assurance that County assets are safeguarded, and that staff is complying with policies, procedures, and practices.
- Assess the County's overall control environment, including:
  - Management's philosophy and operating style regarding integrity and ethical values
  - Staff's philosophy and operating style regarding integrity and ethical values
  - Assignments of authority and responsibilities for protecting City assets and compliance with policies.
  - Existing policy and procedures

---

To accomplish these goals, we will facilitate surveys to senior management and mid-management to rate inherent risk, including impact and likelihood. Participants will provide preliminary feedback regarding current and future state mitigating activities. Risk rating criteria will be developed to ensure risks are assessed consistently. The County's quantitative risk appetite will be assessed as well to determine which risks exceed the County's comfort level.

We will perform up to 20 total interviews across the key departments to identify the most relevant, highest priority risks to the County which may impact its ability to achieve its strategic goals. We will also obtain measurable insights supporting risk mitigation, as well an understanding of plans for future state mitigation. Our surveys will address supervisory responsiveness to identified problems/weaknesses, including the timeliness with which internal control deficiencies are identified and communicated and the appropriateness of management's selection of risk response avoidance, acceptance, reduction, or sharing of an identified risk.

We will review the County's control activities and provide recommendations to strengthen internal control activities, including the following: separation of duties, authorization and approval, custodial and security protocols, review and reconciliation, variance analysis, adequate documentation and physical inventories. We will provide updates on project progress as well as preliminary assessment results at the close of fieldwork.

Following our information gathering and review process, we will prepare and provide the County with a written risk and internal control assessment report. This will include advanced visuals, areas requiring stronger risk mitigation, and recommendations for improvement and to help identify future audit priorities. Our report will indicate the identified strengths, weaknesses, challenges, and critical areas of risk for the County. This draft will be shared with designated stakeholders for feedback prior to finalization.

## 6. Segregation of Duties Analysis (Optional)

---

Establishing and maintaining proper segregation of duties (SOD) is a critical and complex component of your organization's risk management program. Dispersing responsibilities among several team members ensures that no one individual can unilaterally impact processes, but organizational changes ranging from the ERP implementation can create issues that go undetected.

Our team will help you analyze your current SOD environment to identify, prioritize, and remediate gaps that, if unaddressed, could result in assignment and operation of incompatible duties and downstream risks.

Our SOD analysis services will provide clarity into the SOD measures currently in place, and actionable recommendations to address SOD conflicts. Our work will be focused in three areas:

- Analysis: We will tailor our SOD assessment methodology and conflict-risk library with your ERP system to review the current state of permissions across users and roles. We will generate an analysis of current-state user-role security relative to our conflict matrix, which identifies SOD conflicts within and across process areas, to identify actual incompatible duties.



- 
- Resolution: We'll work with you to provide recommended plans for resolving, mitigating, or accepting incompatible duties, including identification of mitigating controls where system-driven conflicts cannot be resolved.
  - Reassessment: As your organization continues to undergo change, it will be important to periodically reassess your SOD environment. We will work with your team to ensure effective use of ERP-based analytical tools to quickly run a new analysis when needed.

# Key Personnel



Our staffing approach is designed to assign personnel to areas of the project where their expertise is required. Many of the proposed team members have worked together on previous projects. Specifically, our project-staffing plan is carefully tailored to assure that project team members are assigned tasks closely aligned to their experience and capabilities. Additional staff from Plante Moran and/or subcontractors will be leveraged on the project as well.

Project Staff	Project Role
<b>Mark Warner</b> Partner	<b>Project Engagement Partner</b> Mark will have overall responsibility for all Plante Moran services. He will provide project quality control over Plante Moran deliverables and services as well as insight on staffing, management, governance, support, and overall organizational assessment.
<b>Deepak Agarwal</b> Principal	<b>Project Manager</b> Deepak will serve as the project manager to the County. In this role, Deepak will be responsible for managing the day-to-day project activities, and development of all deliverables. Deepak will manage all the activities on the project, ensure that project staff are provided as needed, and all project tasks are completed on schedule and within budget and meet appropriate quality standards.
<b>Michael Samach</b> Consultant	<b>Financials/Supply Chain/Budgeting Subject Matter Expert</b> Michael will serve as the County's Financials SME and provide guidance on industry best practices on an as-needed basis.
<b>Mike Blickhahn</b> Senior Manager	<b>Human Resources and Payroll Subject Matter Expert</b> Mike will serve as the County's HR and Payroll SME and provide guidance on industry best practices on an as-needed basis.
<b>Danielle DeLonge</b> Manger	<b>Change Management Lead</b> Danielle and her team will provide guidance on organizational change management and business process redesign tactics and best practice strategies throughout the implementation.
<b>Matthew Bohdan</b> Principal	<b>Internal Controls Subject Matter Expert</b> Matt and his team will assist with the business process reviews and provide insights on internal controls.
<b>Michael Badalian</b> Manager	<b>Data Conversion Support Lead</b> Michael and his team will assist with supporting the activities related to data conversions and putting together a framework for legacy reporting.
<b>Additional Consultants</b>	Based on the unique needs the County identified throughout the life of the project, we will identify and utilize additional consultants on this project.





# Mark Warner

Partner  
Management Consulting

## Engagement Partner

Mark will have overall responsibility for all project resources ensuring that all Plante Moran services are completed within schedule and budget. His focus will be on the County's satisfaction with the work of our consulting team. His primary goal is to make sure we are applying the right resources of the firm to look out for your interests proactively, respond to your questions promptly, meet all deadlines, ensure no surprises, and value your time.

## Education

Bachelor of Arts in accounting  
Hillsdale College

## Professional training and affiliations

Government Finance Officers Association Government Finance Officers Association  
Michigan Government Finance Officers Association – Board of Directors (2018-2020) and Technology Resource Committee  
Ohio GFOA  
Michigan Government Information Management Sciences (MiGMIS)  
Colorado GFOA

## Selected presentations and articles

Emerging Technologies: CGFOA (2020)  
MGFOA Virtual Fall Institute 9/28/2020 – Chair of the Conference Committee  
Need to stretch your budget? Try robotic process automation (2020)  
Software replacement plans canceled? Optimize your existing enterprise system (2020)  
CGFOA Replace or Optimize your Government ERP (2022)

## Summary of experience

Marks spends all of his time working with public sector clients, with a significant majority of them state and local government organizations. His clients appreciate his no-nonsense approach, which helps them meet deadlines while staying current on operational best practices and industry insights throughout the year. Mark has over 20 years of experience in financial accounting, process improvement, pre-packaged ERP system selection and implementation, and project management experience.

## Selected key clients

- Calhoun County, MI
- Gwinnett County, GA
- Ingham County, MI
- Kent County, MI
- Lake County, IL
- Macomb County, MI
- Midland County, MI
- Muskegon County, MI
- Oakland County, MI (numerous projects)
- St. Louis County, MO
- Livingston County, MI
- Coldwater Board of Public Utilities, MI
- Community Shelter Board, Columbus, OH
- Cuyahoga County Public Library
- Great Lakes Water Authority
- City of Asheville, NC
- City of Cleveland, OH
- City of Delaware, OH
- City of Farmington Hills, MI
- City of Grand Rapids, MI
- City of Greeley, CO
- City of Greenville, NC
- City of Hamtramck, MI
- City of Lapeer, MI
- City of Monroe, MI
- City of Livonia, MI
- City of New Orleans, LA
- City of Roswell, GA
- Huron Clinton Metropolitan Authority, MI
- Southeast Michigan Council of Governments



# Deepak Agarwal

Principal  
Management Consulting

## Summary of experience

Deepak has over 25 years of significant experience in enterprise resource planning (ERP) solutions lifecycle deployment for a wide range of clients and industries globally. He specializes in large, complex ERP implementations and modernizations. He has helped numerous public sector organizations in assessing, planning, selecting, and implementing technology solutions. His expertise includes project management, software development life cycle, applications management, integrations, business analysis, data modeling, database administration, quality assurance, and regulatory compliance, as well as strategic planning.

He has extensive experience in initiating innovative projects to save costs and increase efficiencies throughout an organization with hands-on experience in managing a comprehensive portfolio of applications addressing the needs of all administrative areas including finance, procurement, warehousing, engineering, human resources, and payroll. He has helped prepare for and conduct training of effective organization as well as end users in use of software applications required to conduct business processes. Deepak also leads the blockchain arm of the emerging technologies at Plante Moran and has presented at various industry-wide conferences including public sector.

## Education

Bachelor of Science in electronics engineering  
University of South Gujarat

## Professional training and affiliations

Project Management Institute (PMI)  
Florida Government Finance Officers Association (FGFOA)  
Florida Local Government Information Systems Association (FLGISA)  
Georgia Government Finance Officers Association (GGFOA)  
North Carolina Government Finance Officers Association (NCFOA)  
North Carolina Local Government Information Systems Association (NCLGISA)

## Selected key clients

- Guilford County, NC
- Fayetteville Public Works Commission, NC
- City of Boston, MA
- St. Johns County, FL
- St. Lucie County, FL
- San Mateo County Transit District, CA
- City of Fort Smith, AR
- Nassau County, NY
- Hampton Roads Transit, VA
- Osceola County, FL
- City of Philadelphia, PA
- Shelby County, TN
- Gwinnett County, GA
- Miami-Dade County, FL
- Broward County, FL
- St. Elizabeth Hospital, OH
- Ascension Health, MO
- Baptist Health, FL
- Kerzner International, Global
- JB Hunt, AR
- Mashantucket Pequot Tribal Nation, CT



# Michael Samach, CPA, CITP

Consultant  
Management Consulting

## Summary of experience

Michael has 30 years' experience in corporate accounting and finance, public accounting, systems consulting, and risk management consulting. He currently assists clients with a wide array of management services including ERP third party assurance, ERP assessments and requirements, implementation assistance as well as services around operational, financial, and technology controls. He specializes in serving governmental clients, but also has significant experience in healthcare, employee benefits, and insurance. Michael develops customized assurance reporting, reviews of system implementor deliverables, ad-hoc reviews as requested by clients, reviews of user security and operational conflicts, and has guided internal control design and implementation of enterprise resource planning (ERP) financial and supply chain systems.

## Key projects

- Third party assurance lead on a multi-year engagement for a Florida county implementing an ERP system including financials, supply chain and human capital management functionality. Project duties included participation in project and subject matter meetings, review and assurance reports to executive steering committee and other leadership on project management adherence to best practices. Additionally, experience with another client included consulting regarding best practices around controls, identified key control attributes in business process maps and system design documents, assessed general controls environment around implementation, and recommended enhancements around the design and implementation of application controls.
- Led due diligence review of a \$500 million oil distributor in the western states on behalf of private equity interests. Reviewed business processes and financial records and identified material discrepancies in financial transactions.
- As CFO of healthcare, employee benefits, and insurance companies, prepared and communicated financial and operational information to the board, investors, and management. Implemented internal controls over developing business processes. Formulated and wrote charter for IT Steering Committee and implemented policies to govern IT resource management.

## Selected key clients

- County Governments in Florida
- County Government in New York State
- Transit Agencies

## Education

Master of Business Administration  
University of Miami  
Master of Science in Accounting  
University of Miami  
Bachelor of Science in Economics  
Florida State University

## Professional training and affiliations

Certified Public Accountant (CPA)  
Certified Information Technology Professional (CITP)  
American Institute of Certified Public Accountants (AICPA)  
Florida Institute of Certified Public Accountants (AICPA)

## Associations

Former Chair – Ft. Lauderdale Financial Executives Networking Group  
Steering Committee – South Florida CFO Leadership Council





# Mike Blickhahn

Senior Manager  
Management Consulting

## Summary of experience

Mike has over 25 years of experience leading various human resource operational functions in healthcare, government, and retail pharmacy. Mike has human resources leadership and operational experience at employers ranging from 500 to 200,000 employees. He has significant experience in employee compensation, benefits, and the administration of human resource systems, including several years at a Fortune 50 company overseeing all aspects of human resources for all mergers, acquisitions, and divestitures.

Mike has led human resource teams through systems assessments at all levels, including overseeing the selection, data conversion, and management training programs needed for new HRIS systems. Mike is well versed in the design of post-implementation human resource processes and team structures, including the necessary change management techniques to ensure user acceptance.

Mike has extensive management experience and operational knowledge of all areas of human resources, including:

- HRIS and payroll administration
- Compensation and benefits plan design and administration
- Talent acquisition and employee onboarding
- Human resources policies and procedures

## Selected key clients

- Milwaukee County, WI
- Jefferson County, CO
- Kent County, MI
- City of Baton Rouge, LA
- Baton Rouge Recreational
- Miami Dade County, FL
- Great Lakes Water Authority, MI
- Management Authority, OH
- Gwinnett County, GA
- City of Cape Coral, FL
- Prince William County, VA
- King County Library System, WA
- City of St. Louis, MO
- Broward County, FL
- West Palm Beach, FL Authority, LA
- Elk Grove Village, IL
- Southwest Ohio Waste
- Shelby County, TN

## Education

Bachelor of Science, University of Illinois

## Professional training & affiliations

Society for Human Resource Management (SHRM)

International Public Management Association (IPMA)

International Association for Human Resources Information Management (IHRIM)



## Danielle DeLonge, MBA

Manager  
Management Consulting

### Summary of experience

As a member of the technology consulting team and certified Change Practitioner, Danielle DeLonge leads the organizational change management practice at Plante Moran. She specializes in helping clients navigate complex technology transformations by taking a human-centered approach that empowers change leaders, accelerates business outcomes, and achieves competitive advantage.

Danielle partners with organizations and institutions to evaluate their change readiness, review existing change methodologies, and identify opportunities to drive transformation that aligns with mission and vision while minimizing organizational disruption and providing value to shareholders, clients, customers, and constituents with speed and focus.

Clients across industries appreciate her ability to intertwine project management and change management to successfully implement transformative change across their enterprise.

### Selected key clients

- City of San Mateo, CA
- Centre County, PA
- Cuyahoga County Library, OH
- St. Johns County, FL
- El Paso County, CO
- Pflugerville, TX
- Water District One, Johnson County, KA
- Village of Arlington Heights
- City of Cape Coral, FL
- Town of Cary, NC
- Forest Hills Public Schools
- College of Creative Studies
- Oakland Community Colleg
- Heartland Alliance
- Health Research, Inc.
- Pioneer Metal Finishing
- Martin Engineering
- Stax, Inc

### Education

Bachelor of Arts from the University of Michigan

Executive MBA from Davenport University



## Matthew Bohdan, CPA, CIA

Principal  
Risk and Accounting Advisory Services

### Summary of experience

**Project Management:** Matt has over 16 years of public accounting and management consulting experience providing services to public sector clients. His expertise focuses on detailed process and procedure assessment, policy and procedure development, performance of risk assessment, and outsourced / co-sourced internal audit services. He also has extensive experience with data analytics, including building analytical tools and dashboards from scratch and advanced financial modeling. In March 2023, Matt was appointed to the US Comptroller General's Advisory Council on Standards for Internal Control in the Federal Government, where he will use his expertise and insight to set and revise standards for effective internal controls at government agencies.

Matt has built deep trusting relationships with our public sector clients through risk assessment and internal control implementation leadership. Matt helps our clients understand the key aspects of internal control implementation, monitoring the effectiveness of those activities, and reporting results to key organizational decision-makers. Additionally, Matt has provided valuable support to our clients by leading efforts to design and implement grant monitoring procedures and leading a team of specialists in executing timely monitoring efforts.

### Education

Master of Business Administration  
from Walsh College of Accountancy &  
Business Administration

Bachelor of Business Administration  
with a concentration in Finance from  
Grand Valley State University

### Certifications

American Institute of Certified Public  
Accountants (AICPA)

Michigan Association of Certified  
Public Accountants (MACPA).

### Relevant experience includes

- Created complex built-from-scratch analytical tools including custom-developed dashboards detailing key financial and procedural metrics, intended for both internal and external use
- Internal control gap review and implementation of accounting/finance remediation procedures
- Business process improvement for companies in transition and distress
- Advanced financial modeling
- Business planning, financial reporting, due diligence, other interim financial management
- Forensic accounting support for our litigation team pursuing the recovery of
- misappropriated funds





# Michael Badalian

Manager  
Management Consulting

Denver, CO

## Summary of experience

Michael Badalian is a senior data integration consultant with six years of experience in data warehousing and extract, transform, and load (ETL) solutions. He has worked on system implementations across various industries, including higher education, transportation, hospitality, retail, and state government. He has strong problem-solving and critical thinking skills, and he is recognized for implementing reliable solutions. Michael is an excellent mentor and takes a personal interest in his clients' knowledge and comfortability of his work.

## Education

Bachelor of Science in accounting and  
information management  
University of Colorado

## Project roles

- Data Architect
- ETL Developer
- Data Analyst
- Project Manager
- Training Instructor

## Selected key clients

- Arkansas Department of Education
- Chief Education Office of Oregon
- Colorado Department of Transportation
- Colorado Department of Education
- Kamehameha Schools
- Montage Hotels and Resorts
- Performance Food Group
- Texas A&M University
- University of Oklahoma

# Project Budget





## Professional Service Fees

Plante Moran has prepared the following budgetary investment summary using a initial **blended rate of \$270/hour** for all staff involved in the project, which will be effective till February 28, 2025. Thereafter, adjusting for the Consumer Price Index (CPI), the **blended rate of \$281/hour** will be applicable till February 28, 2026. From March 1, 2026, new rates will be established for the remaining duration of the project. The deliverable pricing stated above will be adjusted based on changes to the rate schedule. These rates established are applicable only to the components mentioned in the table below. Any additional services not listed here will be rendered to the County at the current Plante Moran rate, which will be defined based on the services required.

All services and professional services fees unless specifically specified in this proposal are subject to the terms and conditions defined in the Contract Agreement 23-PSA-PLA-17684 services between St. Johns County, FL and Plante Moran dated February 24<sup>th</sup>, 2023. The fees mentioned below are based on the assumption on a **20-month implementation timeline**. Our cost and work plan are flexible, and the County is only billed as services are incurred.

### Implementation Period from August 2024 till February 2025: (\$270/hour)

Phase / Activity	Approx. Hours per month*	Duration (Months)	Estimated Hours	Total Fees	No. of Person Trips
Implementation Advisory Services	80	7	560	\$151,200	8
Organizational Change Management Support	40	7	280	\$75,600	4
Implementation Subject Matter Expertise	72	7	504	\$136,080	8
Data Conversion Assistance (estimated)			600	\$162,000	
Travel Costs (\$2,400 per trip)				\$48,000	20
<b>Total for Core Services</b>			<b>1,944</b>	<b>\$572,880</b>	
<b>Optional Services</b>					
Internal Controls Review (estimated)			200	\$54,000	2
Segregation of Duties Analysis (estimated)			320	\$86,400	
Travel Costs (\$2,400 per trip)				\$4,800	2
<b>Total for Optional Services</b>				<b>\$145,200</b>	

### Implementation Period from March 2025 till February 2026: (\$281/hour)

Phase / Activity	Approx. Hours per Month*	Duration (Months)	Estimated Hours	Total Fees	No. of Person Trips
Implementation Advisory Services	80	12	960	\$269,760	6
Organizational Change Management Support	40	12	480	\$134,880	4
Implementation Subject Matter Expertise	72	12	864	\$242,784	4



Data Conversion Assistance (estimated)	600	\$168,600	
Travel Costs (\$2,400 per trip)		\$33,600	14
<b>Total for Core Services</b>		<b>\$849,624</b>	
<b>Optional Services</b>			
Internal Controls Review (estimated)	200	\$54,000	2
Segregation of Duties Analysis (estimated)	320	\$86,400	
Travel Costs (\$2,400 per trip)		\$4,800	2
<b>Total for Optional Services</b>		<b>\$150,920</b>	

### Implementation Period from March 2026 till June 2026: (\$292/hour)

Phase / Activity	Approx. Hours per Month*	Duration (Months)	Estimated Hours	Total Fees	No. of Person Trips
Implementation Advisory Services	80	1	80	\$23,360	1
Organizational Change Management Support	40	1	40	\$11,680	
Implementation Subject Matter Expertise	72	1	72	\$21,024	
Travel Costs (\$2,400 per trip)				\$2,400	1
<b>Total for Core Services</b>				<b>\$58,464</b>	

### Summary of Implementation Period from August 2024 till June 2026:

Phase / Activity	Total Hours*	Duration (Months)	Estimated Hours	Total Fees	No. of Person Trips
Implementation Advisory Services	80	20	1,600	\$444,320	15
Organizational Change Management Support	40	20	800	\$222,160	8
Implementation Subject Matter Expertise	72	20	1,440	\$399,888	12
Data Conversion Assistance (estimated)			1,200	\$330,600	
Travel Costs (\$2,400 per trip)				\$84,000	35
<b>Total for Core Services</b>			<b>5,040</b>	<b>\$1,480,968</b>	
<b>Optional Services</b>					
Internal Controls Review (estimated)			400	\$110,200	4
Segregation of Duties Analysis (estimated)			640	\$176,320	
Travel Costs (\$2,400 per trip)				\$9,600	4
<b>Total for Optional Services</b>				<b>\$296,120</b>	

---

\* = approximate hours which may vary by month.

## Project Fee Assumptions

Our project fees are based on the following assumptions. Should these assumptions change, we would adjust our professional fees accordingly in consultation with the County.

- The costs above are based on the following schedule:
  - ◆ ERP – 20-month project duration ending March 2026

If the project deviates from this schedule or if the County requires additional assistance beyond these estimates, Plante Moran will require a change order if all fees above have been exhausted.

- Plante Moran envisions it will complete most project tasks off-site. The County reserves the right to request onsite activities. In this case, the travel and expense cost for onsite visits can be directly billed to the County in line with our firm travel guidelines.
- All onsite work activity will be confirmed at least two weeks prior to the agreed upon travel date; any travel change costs incurred after such date will be expensed to the County at actual cost. This additional cost will be over and above the travel cost per trip amount.
- Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
- County subject matter experts are available for scheduled implementation activities and complete their assigned activities on a timely basis.
- A project management or governance structure is developed with the County's core team meeting on a regular basis to discuss project issues and manage change requests so their impact on schedule, resource commitments, costs, and quality can be determined.
- Information presented by Plante Moran is well organized and thorough such that project related decisions are made in a timely manner whenever possible.
- Stakeholders scheduled to attend meetings are present and ready to fully participate.
- Decisions are made among the appropriate County staff in a timely manner.
- County staff are open to considering business process changes and are willing to share their experiences surrounding current process challenges and desires for the future state processes in addition to those presented by Plante Moran for consideration
- During the implementation phase, Plante Moran will require a monthly retainer of \$38,800, invoiced monthly, for up to 144 hours of Implementation Advisory services per month over a consecutive, twenty-month period to include Implementation Advisory Services, Organization Change Management Support, and Subject Matter Expertise. This retainer amount would be increased to \$40,464 starting March 1, 2025, and to \$42,048 starting March 1, 2026.
- Data conversion assistance requires equal participation from the County to help with the extraction and transformation of the data.



PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
ST. JOHNS COUNTY AND CONSULTANT

Professional Services Agreement No: 23-PSA-PLA-17684

## Table of Contents

ARTICLE I CONTRACT DOCUMENTS .....	3
1.1 The Contract Documents .....	3
ARTICLE II AGREEMENT TERM & schedule .....	4
2.1 Term .....	4
2.2 Schedule .....	4
2.3 Time is of the Essence .....	4
ARTICLE III DEFINITIONS .....	4
3.1 Definitions .....	4
ARTICLE IV SERVICES .....	5
4.1 Scope of Services .....	5
4.2 Consultant Responsibilities .....	6
ARTICLE V Contract price and payment .....	6
5.1 Contract Price .....	6
5.2 Payments .....	6
5.3 Withheld Payment .....	7
5.4 Final Payment .....	7
5.5 Availability of Funds .....	8
ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY .....	8
6.1 Ownership of Work Product .....	8
6.2 Confidentiality .....	8
ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL .....	8
7.1 Authorized Representative .....	8
7.2 Personnel .....	8
ARTICLE VIII SUBCONTRACTORS .....	8
8.1 Subcontractors .....	8
ARTICLE IX CHANGES IN THE SERVICES .....	9
9.1 Changes in the Services .....	9
ARTICLE X TERMINATION .....	9
10.1 Termination .....	9
ARTICLE XI WARRANTY, INDEMNITY, AND INFRINGEMENT .....	10
11.1 Warranty of Performance .....	10
11.2 Indemnity .....	10
11.3 Infringement .....	11
ARTICLE XII INSURANCE .....	11



12.1	Consultant’s Insurance Requirements.....	11
12.2	Additional Insured Endorsements and Certificate Holder .....	11
12.3	Workers Compensation.....	11
12.4	Commercial General Liability .....	11
12.5	Automobile Liability.....	12
12.6	Professional Liability .....	12
12.7	Other Requirements .....	12
	ARTICLE XIII GENERAL CONSIDERATIONS.....	12
1.1	Independent Consultant.....	12
13.2	Taxes .....	12
13.3	Publicity and Advertising.....	13
13.4	Examination of Consultant’s Records.....	13
13.5	Governing Law & Venue.....	13
13.6	Arbitration.....	13
13.7	Contract Claims / Disputes .....	13
13.8	Assignment and Arrears.....	14
13.9	Severability .....	14
13.10	Section Headings.....	14
13.11	Disclaimer of Third-Party Beneficiaries .....	14
13.12	No Waiver; Course of Dealing.....	15
13.13	No Waiver of Sovereign Immunity .....	15
13.14	Conflict of Interest .....	15
13.15	Execution in Counterparts.....	15
13.16	Entire Agreement .....	15
13.17	Modifications, Amendments, Waivers and Extensions .....	15
13.18	Survival .....	15
13.19	Convicted and Discriminatory Vendor Lists.....	16
13.20	Scrutinized Companies Lists.....	16
13.21	Employment Eligibility and Mandatory Use of E-Verify.....	16
13.22	Nondiscrimination.....	16
13.23	Drug Free Workplace.....	17
13.24	Public Records .....	17
13.25	Enforcement Costs .....	17
13.26	Contingency Fee .....	17
13.27	Written Notice.....	18
13.28	Non-Exclusive Right.....	18
13.29	Truth-In-Negotiation Representation.....	18
	CONSULTANT’S FINAL RELEASE AND WAIVER OF LIEN .....	20

This Professional Services Agreement (hereafter "Agreement") is made as of this 24<sup>th</sup> day of Substanty, 2023 (the "Effective Date") by and between **ST. JOHNS COUNTY** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084; and **Plante and Moran, PLLC** ("Consultant"), a company authorized to do business in the State of Florida, with its principal offices located at 3000 Town Center, Suite 100, Southfield MI 48075, Phone: (248) 223-3447, and E-mail: [scott.eiler@plantemorán.com](mailto:scott.eiler@plantemorán.com), for **RFP No: 23-13; Enterprise Resource Planning Consulting Services**, hereinafter referred to as the "Services". When referred to together, the County and Consultant shall collectively be referred to as the "Parties".

In consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

## ARTICLE I CONTRACT DOCUMENTS

### 1.1 The Contract Documents

1.1.1 The Contract Documents are the documents that shall govern the completion of the Services and shall be comprised of the following:

- a) Fully Executed Change Orders and Amendments to this Agreement;
- b) This fully executed Professional Services Agreement and all Exhibits and/or Attachments hereto:
  - i. Exhibit A – Scope of Services
  - ii. Exhibit B – Fee Schedule
- c) Request for Proposals No. 23-13 and all issued Addenda;
- d) Insurance furnished by Consultant meeting the requirements of Article XII

1.1.2 Documents not enumerated above are not Contract Documents and do not form part of the Contract. No terms, conditions, limitations or exclusions in Consultant's proposal documents or invoices shall be binding upon the County or become part of the Contract Documents. In the event of conflicts or discrepancies, the Contract Documents shall be interpreted in the order of precedence as listed above in Section 1.1.1. Additionally, the main body of this Agreement shall take precedence over any Exhibit, electronic documents shall govern over hard-copy documents, and fully executed documents shall govern over unsigned drafts.

1.1.3 Consultant is solely responsible for requesting instructions, interpretations or clarifications to the Contract Documents and is solely liable for any costs and/or expenses arising from its failure to do so. Any dispute relating to the Contract Documents, shall be resolved through good faith efforts upon the part of the Consultant and the County. Should the Consultant have any questions concerning interpretation or clarification of the Contract Documents, Consultant shall submit to the County's Project Manager in writing, a request for clarification that clearly and concisely sets forth the issues for which such request is sought. Such request shall be submitted to the County's Project Manager by the Consultant within three (3) business days of receipt of the Contract Documents, or the direction, interpretation or clarification thereof provided by the County. The County's Project Manager shall render a determination concerning such interpretation or clarification, which determination shall be considered final and conclusive unless Consultant files a written protest to the County Project Manager's rendered determination within fourteen (14) calendar days of receipt thereof. Consultant's protest shall be submitted to the County's Assistant Director of Purchasing & Contracts, and shall state clearly, and in detail, the basis thereof. Failure by the Consultant to protest the County Project Manager's rendered determination within fourteen (14) calendar days shall constitute a waiver by Consultant of all its rights to further protest, judicial or otherwise. The County's Assistant Director of Purchasing & Contracts shall consider the Consultant's protest and render a decision thereon, in writing, within ten (10) calendar days. If Consultant does not agree with the County's Assistant Director of Purchasing & Contracts' decision, Consultant shall deliver written notice to that effect to the County within three (3) business days of receipt of the County's decision.

1.1.4 Unless otherwise directed in writing, Consultant shall, at all times, carry on the Services and maintain its progress schedule in accordance with the requirements of the Contract and the determination of the County, pending resolution of any Contract Document Dispute. In no event will a dispute, the filing of a protest, claim or appeal, or the resolution or litigation thereof, relieve Consultant from its obligations to timely perform the Services required by the Contract and to maintain the progress schedule in accordance with the Contract.

1.1.5 Any and all Contract Documents shall remain the property of the County, Consultant is granted a limited license to

use and reproduce applicable portions of the Contract Documents issued by the County appropriate to, and for use in, execution of the Services. Consultant shall have the right to keep one record set of the Contract Documents upon completion of the Services; provided, however, that in no event shall Consultant and/or Consultant's sub-contractors use, or permit to be used, any or all of such Contract Documents on other projects without the specific written consent of the County.

## ARTICLE II AGREEMENT TERM & SCHEDULE

### 2.1 Term

This Agreement shall become effective upon the date of execution by all parties, as of the Effective Date shown above, and shall remain in effect for a period of **two (2) calendar years** (Contract Term), unless otherwise extended by Contract Amendment, executed by both Parties.

### 2.2 Schedule

2.2.1 Consultant shall commence the Services within ten (10) calendar days following receipt of a copy of the fully executed Contract. Consultant shall coordinate the schedule for Services with the County Representative, and shall adhere to the agreed-upon schedule unless otherwise approved or directed, in writing, by the County Representative.

2.2.2 Consultant shall, from time to time, submit to the County Representative, a revised schedule for completing the Services, based upon the progress of the Services after commencement. Consultant's schedule shall be subsequently updated showing all activities and sequence of operations needed for the orderly performance and completion of the Services in accordance with the Contract Documents.

### 2.3 Time is of the Essence

Time is of the essence regarding each and every obligation of Consultant under this Contract. Each obligation is deemed material, and a breach of any such obligation (including a breach resulting from untimely performance) is a material breach.

## ARTICLE III DEFINITIONS

### 3.1 Definitions

Terms used within this Agreement shall have the meaning as set forth in the St. Johns County Purchasing Policy, or as provided herein. Terms defined herein for specific application to this Agreement shall govern over definitions of terms provided in the SJC Purchasing Policy.

3.1.1 Applicable Laws: All local, state, and federal laws, statutes, codes, ordinances, rules and regulations in effect at the time Services are performed under this Agreement.

3.1.2 Amendment: A document providing the written modification to a previously issued Contract, adding, revising, replacing, or removing terms and conditions or provisions of the Contract.

3.1.3 Claim: Any claim, liability, loss, demand, demand for arbitration, damage, lien, cause of action of any kind, obligation, responsibility, cost, expense, royalty, fee, assessment, penalty, fine, judgment, interest or award, pending or threatened, whether arising by law, contract, tort, voluntary settlement or otherwise.

3.1.4 Change Order: A document, signed by both Parties, providing the written modification to a previously issued Contract, adjusting contract price, scope of work, or completion time.

#### 3.1.5 Compensation Method:

3.1.5.1 Lump Sum. Compensation may be determined as a lump sum amount. The lump sum amount shall constitute full payment for satisfactory performance of the Services including all direct and indirect labor, personnel related costs, taxes, expenses, costs, fees, overhead and profit, services of Subconsultants and/or subcontractors, and any other expense or cost of whatever nature incurred by Consultant as may be required and/or necessary to complete the Services and agreed to in writing by both parties to this Agreement.

3.1.5.2 Hourly Rate. Compensation may be determined as a Not-To-Exceed (NTE) amount. It is mutually understood and agreed that such compensation for Services satisfactorily performed will be made on the following hourly rate basis:



3.1.5.2(A) Actual Hours. Actual hours necessary, required, and expended by the Consultant's and/or Subconsultant's professional and technical personnel, shall be multiplied by the applicable hourly rates for each classification or position as set forth in Exhibit B (Consultant's Rate Sheet). The hourly rates shall constitute full payment for satisfactory performance of the Services including but not limited to all payroll costs and taxes, insurances, fees, overhead and profit, and any and all other costs or expenses of whatever nature incurred by Consultant except for Expenses approved in writing by the County pursuant to paragraph 3.1.6.2(B) below.

3.1.5.2(B) Reimbursable Expenses. In addition to the hourly rates, the Consultant shall also be reimbursed for travel and travel-related expenses, or other direct non-salary expenses directly attributable to the Services ("Expenses") provided such Expenses incurred by Consultant are approved in writing, in advance. Unless otherwise mutually agreed in writing in advance, any and all such Expenses shall comply with Section 112.061, Florida Statutes. The County shall not be liable for any such Expenses that have not been approved in writing in advance by the County. All requests for payment of such Expenses shall include copies of paid receipts, invoices, or other documentation acceptable to the County. Consultant acknowledges and agrees that failure to furnish the required documentation may result in the County's denying all or part of the Expenses for which reimbursement is sought. Reimbursable Subconsultant expenses must also comply with the requirements of this section.

3.1.6 Contract Price: The sums set forth in Exhibit B of this Agreement shall constitute the Contract Price, as may be amended by Contract Amendment or Change Order. Unless otherwise approved by the County, in writing, the Contract Price includes all taxes, including without limitation, income and withholding tax of any kind and sales tax imposed by the state or by the County and paid by Consultant or any sub-contractors with respect to sales of goods purchased for the performance of the Services.

3.1.7 County Representative: The County employee assigned to the Project, or any part thereof, to observe the Services and perform certain other obligations of the County.

3.1.8 FEMA: The Federal Emergency Management Agency, an agency of the United States Department of Homeland Security.

3.1.9 Force Majeure Events: Those events that are not reasonably foreseeable and are beyond the control of both the Consultant and the County, including acts of war, terrorist attacks, labor strikes, floods, earthquakes, epidemics, pandemics, riots, adverse weather conditions, and other acts of God.

3.1.10 Services: The work described in Exhibit A to this Agreement, or a subsequently issued Amendment or Change Order including any and all Services procured under this Agreement.

3.1.11 Subcontractor: Any entity or individual engaged by Consultant to provide Services to the County for which Consultant is contractually obligated, responsible, and liable to provide and perform under this Agreement.

## ARTICLE IV SERVICES

### 4.1 Scope of Services

4.1.1 Consultant shall perform all of the Services identified on Exhibit A to this Agreement, including all necessary, incidental, and related activities required for full and complete performance of this Agreement (the "Services").

4.1.2 Services provided by the Consultant shall be under the general direction of the County's ERP System Architect, or the St. Johns County Purchasing Division, who shall act as the County's representative during the performance of Services under this Agreement.

4.1.3 The Consultant shall provide and perform all Services pursuant to this Agreement in accordance with generally accepted standards of professional practice and in accordance with all Applicable Laws.

4.1.4 The Consultant shall be responsible for the professional quality, technical adequacy and accuracy, timely completion, and the coordination of all data, studies, reports, memoranda, other documents and other services, and materials performed, provided, or furnished by the Consultant. The Consultant shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such data, studies, and other services, and materials resulting from the

negligent acts, errors, omissions, or intentional misconduct of the Consultant.

4.1.5 Review, approval, or acceptance by the County of data, studies, reports, memoranda, and incidental professional services, and materials furnished by the Consultant under this Agreement shall not relieve the Consultant of responsibility for the adequacy, completeness, and accuracy of its Services and materials. Neither the County's review, approval, or acceptance of, nor payment for, any part of the Consultant's Services, and materials shall be construed to operate as a waiver of any of the County's rights under this Agreement, or any cause of action it may have arising out of the performance of this Agreement.

## **4.2 Consultant Responsibilities**

4.2.1 Consultant warrants that, to the best of its knowledge, there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish Consultant's ability to satisfy its contractual obligations hereunder.

4.2.2 If Consultant performs any portion of the Services where Consultant knows or reasonably should know such Services involves a recognized error, inconsistency or omission in the Contract Documents without notice to the County Representative and the County, Consultant shall bear responsibility for such performance and shall bear the cost of correction.

4.2.3 Consultant shall use only competent and skilled personnel to perform and supervise the Services and shall remove from such Services any person determined to be unfit, unqualified or acting in violation of any obligation of Consultant under this Contract. In the event a person is removed from performance of Services under this Contract, Consultant shall promptly notify the County of such removal, and any proposed replacement for review and approval by the County.

4.2.4 Consultant is solely and exclusively responsible for supervising any and all personnel and subcontractors performing Services under this Contract. Consultant shall supervise and direct the Services using Consultant's best skill, effort and attention. Consultant shall be responsible to the County for any and all acts or omissions of Consultant, its employees or others, including subcontractors, engaged in the Services on behalf of the Consultant.

4.2.5 Consultant and all Services performed must comply with all applicable laws, rules, codes, ordinances, regulations, policies and procedures.

## **ARTICLE V CONTRACT PRICE AND PAYMENT**

### **5.1 Contract Price**

5.1.1 The County agrees to pay and Consultant agrees to accept as full and complete compensation for satisfactory performance of the Services required under this Agreement, a not-to-exceed amount of **three hundred sixty-seven thousand eight hundred dollars (\$367,800)**, in accordance with amounts set forth in Exhibit B. Payments made to Consultant pursuant to this Agreement shall be the sole and complete compensation to which Consultant is entitled.

5.1.2 Unit prices included in the Contract Price are "all-inclusive", including labor, material, supervision, tools, equipment, insurance, taxes, fringe benefits, coordination, overhead, profit, performance and payment bonds (if applicable), and all other items incidental to or necessary for the completion of the required Services. Unit prices are fixed for the duration of the Contract and are not subject to escalation for any cause.

5.1.3 Any adjustments to the Contract Price as provided in Exhibit A shall be subject to approval by the County and the availability of lawfully appropriated funds in any given fiscal year.

### **5.2 Payments**

5.2.1 Prior to Consultant's submittal of the initial invoice, Consultant shall have delivered Insurance Certificate(s) evidencing coverages in accordance with Article XII. The County will not make any payment to Consultant until Consultant has complied with this requirement. Compensation for each Task Order shall be based on the method of compensation as stated in each Task Order. Compensation for all Task Orders issued under this Agreement shall either be on a lump sum basis and/or a Not-To-Exceed amount based on the hourly rates (including reimbursable Expenses if applicable), as set forth in Exhibit B.

5.2.2 It is expressly understood that Consultant is not entitled to the amount of compensation set forth in Exhibit B. Rather, Consultant's compensation is based upon Consultant's satisfactory completion of all Services and delivery of all deliverables identified in the Contract Documents. No payment by the County shall be interpreted to constitute approval or acceptance of any Services, nor shall it be considered a waiver by Consultant of any of the terms of this Agreement.

5.2.3 On or before the tenth (10th) day of each calendar month, Consultant shall submit monthly invoices to the County for Services satisfactorily performed in the preceding month, along with such supporting documentation as the County may reasonably require. The County may prescribe the format of such invoice. In the event Consultant's supporting documentation is not adequate for the County to verify Consultant's invoice, the County will request additional documentation or information and the timeframe for payment will be extended accordingly. Payment by the County shall be made in compliance with the provisions of the Local Government Prompt Payment Act (Section 218.70, Florida Statutes, et seq.), less such amounts, if any, otherwise owing by Consultant to the County or which the County shall have the right to withhold. Any invoice determined by the County not to be suitable for payment shall be modified and processed in accordance with the County's assessment.

5.2.4 Each invoice shall constitute the Consultant's representation that the Services have progressed to the level for which payment is requested, that the Services have been properly performed in full accordance with this Contract, and that Consultant knows of no reason why payment should not be made as requested.

5.2.5 In the event any dispute with respect to any payment or invoice cannot be resolved between the Consultant and County Representatives, Consultant may demand in writing, a meeting with and review by the County's Assistant Director of Purchasing & Contracts. Such meeting and review shall occur within ten (10) business days of receipt by the County's Assistant Director of Purchasing & Contracts, the Consultant's written demand. The Assistant Director of Purchasing & Contracts shall issue a written decision on the dispute within ten (10) business days of such meeting. This decision shall be deemed the County's final decision in accordance with the Local Government Prompt Payment Act.

### **5.3 Withheld Payment**

5.3.1 The County may decline to make payment, may withhold funds otherwise payable and, if necessary, may demand the return of some or all of the amounts previously paid to Consultant, if:

- a) Any Claims relating to the Services are made against Consultant by the County or third parties, including Claims for liquidated damages or if reasonable evidence indicates the probability of the making of any such Claims;
- b) Any Claims are made against the County, the County's property or any other party indemnified hereunder which is or might be covered by Consultant's indemnification obligations herein;
- c) Consultant fails to submit schedules, reports, or other information required under this Contract;
- d) Consultant fails to diligently prosecute the Services and maintain progress to assure completion within the Contract Term;
- e) Consultant persistently fails to fully and timely perform the Services in accordance with the Contract Documents;
- f) Defective or nonconforming Services are not remedied in accordance with this Contract; or
- g) Consultant is in default of any other representation, warranty, covenant or performance obligations of this Contract.

5.3.2 If Claims or liens filed against Consultant or property of the County connected with performance under this Contract are not promptly removed by Consultant after receipt of written notice from the County to do so, the County may remove such Claims or liens and all costs in connection with such removal shall be deducted from withheld payments or other monies due, or which may become due, to Consultant. If the amount of such withheld payments or other monies due Consultant under the Contract is insufficient to meet such cost, or if any Claim or lien against Consultant is discharged by the County after final payment is made, Consultant and its surety or sureties (if applicable) shall promptly pay the County all costs (including attorney's fees) incurred thereby regardless of when such Claim or lien arose.

### **5.4 Final Payment**

Before being eligible for final payment of any amounts due, the Consultant shall deliver to the County all deliverables prepared by and for the County under this Agreement. The Consultant shall clearly state "Final Invoice" on the Consultant's final/last billing to the County. This shall constitute Consultant's certification that all Services have been properly performed and all charges, costs and Expenses have been invoiced to the County. Any other charges, costs or Expenses not properly included on this Final Invoice are waived by Consultant.



## **5.5 Availability of Funds**

The County's obligations under this Agreement are subject to the availability of lawfully appropriated County funds. While the County will make all reasonable efforts, in order to provide funds needed to perform under this Agreement, the County makes no express commitment to provide such funds in any given County Fiscal Year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

## **ARTICLE VI OWNERSHIP OF WORK PRODUCT AND CONFIDENTIALITY**

### **6.1 Ownership of Work Product**

6.1.1 All concepts, products, processes (patentable or otherwise) and copyrightable material (including but not limited to documents, specifications, calculations, maps, sketches, notes, reports, studies, proposals, data, models, samples, surveys, drawings, designs, electronic software, and any other results of the Work), first developed, produced or reduced to practice by Consultant or Subconsultant, or purchased under this Agreement, or at the County's expense ("Work Product"), shall be and remains the County's property upon creation. At the County's request, Consultant shall provide the County with copies of supporting computations, analyses, sketches, or similar items pertaining to the Consultant's Work Product.

6.1.2 The Consultant may not reuse Work Product developed by Consultant for the County without the express written permission of the County. The County may, at its option, reproduce and reuse Work Product (in whole or in part) and Consultant agrees to such reuse in accordance with this provision. Any plans which the Consultant provides under this Agreement shall contain a statement that they are subject to reuse in accordance with the provisions of Section 287.055(10), Florida Statutes.

6.1.3 All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

### **6.2 Confidentiality**

Subject to Chapter 119, Florida Statutes (Public Records Law), Consultant shall keep all information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, confidential. Such information shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order.

## **ARTICLE VII AUTHORIZED REPRESENTATIVE AND PERSONNEL**

### **7.1 Authorized Representative**

Prior to commencing Services, Consultant shall designate in writing a competent, authorized representative(s) acceptable to the County to represent and act for Consultant ("Authorized Representative"). Such Authorized Representative shall be authorized to receive and accept any and all communications from the County. All communications given to the Authorized Representative shall be binding upon Consultant. An Authorized Representative may be added, removed or changed upon prior written notice given in the manner provided in this Agreement.

### **7.2 Personnel**

7.2.1 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as described in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision.

7.2.2 In the event Consultant wishes to substitute personnel for the key personnel identified in Consultant's proposal and selection presentation, the Consultant shall notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE VIII SUBCONTRACTORS**

### **8.1 Subcontractors**

8.1.1 Consultant may obtain the assistance of other Suppliers, firms, or individuals by subcontract ("Subcontractors") for

the performance of a portion of these Services, provided that any such Subcontractor shall perform its services to the standards set forth herein for Consultant's Services, and that Consultant obtains written approval of Subcontractor(s) from the County. The Consultant is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

8.1.2 The County reserves the right to disqualify any Subcontractor based upon unsatisfactory performance. If a Subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the Subcontractor to complete the Services in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

8.1.3 The use of any such Subcontractor shall not relieve the Consultant from any liability or responsibility assumed under this Agreement.

8.1.4 Consultant shall be responsible for ensuring that any and all subcontracts include the requirements as set forth herein for any Services performed by a Subcontractor.

## **ARTICLE IX CHANGES IN THE SERVICES**

### **9.1 Changes in the Services**

9.1.1 The County reserves the right to make changes to the Services, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the Project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order. The Consultant shall not commence work on any such change until such Change Order has been issued and signed by each of the parties.

9.1.2 Consultant's written acceptance of a Change Order shall constitute a final and binding contract to the provisions thereof and a waiver of all claims in connection therewith, whether direct, indirect, or consequential in nature.

## **ARTICLE X TERMINATION**

### **10.1 Termination**

10.1.1 The County may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) calendar days written notice to the Consultant. In such event, Consultant will be entitled to compensation for Services previously authorized and satisfactorily performed up through the date of termination identified in the County's notice. Consultant shall not be entitled to compensation or profit for Services not performed.

10.1.2 Consultant may terminate this Agreement for any reason upon sixty (60) calendar days written notice, provided that any outstanding authorized Services are completed by Consultant. Consultant further agrees to cooperate and provide assistance to the County upon request in order to complete any Service or Project. In such event, the County shall compensate Consultant at its hourly rates set forth in Exhibit B for Services provided after termination.

10.1.3 The County may terminate this Agreement, in whole or in part, for cause or default. In the event of the Consultant's default, the County shall issue a Notice of Default to the Consultant, articulating the items which the County finds to be in default of the Contract Documents. Consultant shall have ten (10) calendar days from the receipt of Notice of Default to remedy deficiencies, or submit, in writing, an acceptable plan for remedying the deficiencies identified in said notice. If Consultant fails to remedy such deficiencies, or to submit an acceptable plan for remedying such deficiencies, to the satisfaction of the County within the stated time period, the County shall issue a Notice of Termination, stating the date this Agreement shall be terminated for cause, and the County may take over and prosecute the Services to completion. In such case, Consultant shall be liable to the County for reasonable additional costs incurred by the County in completing the Services.

10.1.4 Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:  
(1) Stop Services on the date and to the extent specified in the notice of termination;

- (2) Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- (3) Transfer all Work Product, including work in process, and any other materials related to the terminated Services to the County; and
- (4) Continue and complete all parts of the Services that have not been terminated.

10.1.5 In the event Consultant changes names, merges with another company such that the Consultant dissolves, becomes a subsidiary, or makes any other substantial change in structure or in principals, the County reserves the right to terminate this Agreement subject to the terms described above.

10.1.6 The rights and remedies of the County provided in this Section 10.1 are in addition to any other rights and remedies provided by law or under this Agreement.

## **ARTICLE XI WARRANTY, INDEMNITY, AND INFRINGEMENT**

### **11.1 Warranty of Performance**

11.1.1 The Consultant hereby represents and warrants that it is fully experienced and properly qualified, licensed, and financed to perform the Services under this Agreement and that it shall continue to maintain all licenses and approvals required to conduct its business and that it shall conduct its business activities in a reputable manner at all times.

11.1.2 Consultant represents and warrants that it possesses the knowledge, skill, experience, and financial capability required to perform and provide all required and optional Services under this Agreement, and that each person and entity that will provide Services is duly qualified to perform such Services by all appropriate governmental authorities, where required, and is sufficiently experienced and skilled in the area(s) for which such person or entity will render such Services. Consultant represents and warrants that the Services shall be performed in a skillful and respectful manner, and that the quality of all such Services shall equal or exceed prevailing industry standards for the provision of such Services.

11.1.3 The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Services as noted in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with, the County. All of the Services required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Services.

### **11.2 Indemnity**

11.2.1 Consultant shall indemnify and hold harmless the County and its officers and employees ("Indemnified Party"), from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant or other persons employed or utilized by Consultant in the performance of this Agreement.

11.2.2 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, Consultant further agrees that "damages, losses and costs", includes fines, citations, court judgments, insurance claims, restoration costs or other liability, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of Consultant and persons employed or utilized by Consultant in the performance of this Agreement.

11.2.3 To the extent permitted by, and in accordance with Section 725.08 of the Florida Statutes, for purposes of indemnity, the "persons employed or utilized by Contractor" shall be construed to include, but not be limited to, Consultant, its staff, employees, subconsultants, all deliverers, suppliers, furnishers of materials or services or anyone acting for, on behalf of, or at the request of Consultant.

11.2.4 This indemnification will not be valid in the instance where the loss is caused by the gross negligence, or willful, wanton or intentional misconduct of any Indemnified Party.

11.2.5 If any provision(s), or portion(s) of a provision(s) of this Section, or the application thereof to any person or circumstance shall, to any extent, be held to be invalid, illegal or unenforceable for any reason whatsoever, the validity, legality and enforceability of the remaining provision(s), or part of the provision(s), shall not in any way be affected or impaired thereby; and shall be interpreted to the fullest extent possible to be enforceable and to give effect to the intent manifested by the provision(s), or portion(s) thereof, held invalid, illegal or unenforceable.



### **11.3 Infringement**

Consultant shall not infringe upon any patents, trademarks or copyrights (“Intellectual Property”) in performance of the Services. In the event that Consultant is alleged to have infringed upon such Intellectual Property, in addition to Consultant’s obligations under the Indemnity provisions in Section 12.2 above, Consultant shall, at the sole discretion of County and at Consultant’s sole expense: (i) procure for County the right to continue using the infringing subject matter; (ii) replace or modify the infringing subject matter so that it becomes non-infringing but still complies with the requirements of the Contract; or (iii) reimburse County for all payments made to Consultant relating to or impacted by the infringing material and all costs incurred by County resulting from such infringement.

## **ARTICLE XII INSURANCE**

### **12.1 Consultant’s Insurance Requirements**

12.1.1 Consultant shall, at its sole expense, obtain and maintain the minimum insurance coverages stated herein. All insurance policies shall be satisfactory to the County and be issued by companies authorized and duly licensed to transact business in the State of Florida, or, in the case of Professional Liability Insurance, by insurance markets based in London and/or surplus lines markets that operate on a non-admitted basis. Consultant shall furnish proof of insurance to the County prior to performance of Services. No Services shall commence until Consultant has obtained all insurance coverages required under this section. The County will not make any payment to Consultant until Consultant has complied with the requirements of this Article XII. Certificates of insurance shall clearly indicate Consultant has obtained insurance of the type, amount, and classification as required by this Agreement. Required insurance coverage shall be maintained in force, including coverage for Additional Insureds, for the duration of the Agreement and until all performance required by Consultant has been completed, as determined by the County. Consultant shall maintain insurance coverage against Claims relating to any act or omission by Consultant, its agents, representatives, employees, or Subconsultants in connection with this Agreement.

12.1.2 No less than ten (10) days written notice shall be provided to the County prior to cancellation, non-renewal or any material change of required insurance policies. Yearly renewal certificates shall be provided to the County within thirty (30) days of expiration of the current policy.

12.1.3 The types and amounts of insurance required under this Agreement do not in any way limit the liability of Consultant including under any warranty or indemnity provision of this Agreement or any other obligation whatsoever Consultant may have to the County or others. Nothing in this Agreement limits Consultant to the minimum required insurance coverages found in this Article XIII.

### **12.2 Additional Insured Endorsements and Certificate Holder**

The term “Additional Insured”, as used in this Agreement, shall mean St. John’s County, its elected officials, officers, employees, agents and representatives. Certificates of insurance shall specifically name each Additional Insured for all policies of insurance except Workers’ Compensation. A copy of the endorsement showing the required coverages must accompany the certificate of insurance.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084  
Attn: Purchasing

### **12.3 Workers Compensation**

Consultant shall procure and maintain during the life of this Agreement, adequate Workers’ Compensation Insurance in at least such amounts as is required by law for all of its employees per Chapter 440, FS. In claims against any person or entity indemnified under this Paragraph by an employee of the Consultant, a Subconsultant, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Consultant or a Subconsultant under workers’ compensation acts, disability benefits acts or other employee benefit acts.

### **12.4 Commercial General Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, including bodily injury (including wrongful death), property damage, products, personal & advertising injury, and completed operations. This insurance must provide

coverage for all Claims that may arise from the Services and/or operations completed under this Agreement to the extent not covered by the Professional Liability insurance or other coverages required herein, whether such Services or operations are by Consultant or anyone directly or indirectly employed by them. Such insurance(s) shall also be primary and non-contributory with regard to insurance carried by the Additional Insureds.

### **12.5 Automobile Liability**

Consultant shall procure and maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability and insuring liability arising out of or in any way related directly or indirectly to the ownership, maintenance or use of any owned, non-owned or rented/hired automobiles.

### **12.6 Professional Liability**

12.6.1 Consultant shall procure and maintain, during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000 and maintain such insurance for at least a 4 year period following completion of all Services, as determined by the County. Consultant's professional liability policy should not have an exclusion for environmental compliance management or construction management professionals.

12.6.2 In the event that Consultant employs professional engineering or land surveyor services for performing field engineering or preparing design calculations, plans, and specifications, Consultant shall require the retained engineers and land surveyors to carry professional liability insurance with limits not less than \$1,000,000 each claim with respect to negligent acts, errors, or omissions in connection with professional services to be provided under this Contract.

### **12.7 Other Requirements**

12.7.1 The required insurance limits identified in Sections 12.4 and 12.5, above may be satisfied by a combination of a primary policy and/or Umbrella or Excess Liability Insurance policy. Consultant shall require each lower-tier subconsultant to comply with all insurance requirements appropriate for its scope of Services, and any deficiency shall not relieve Consultant of its responsibility herein. Upon written request, Consultant shall provide County with copies of lower-tier subconsultant certificates of insurance.

12.7.2 Providing and maintaining adequate insurance coverage is a material obligation of Consultant. County has no obligation or duty to advise Consultant of any non-compliance with the insurance requirements contained in this Section. If Consultant fails to obtain and maintain all of the insurance coverages required herein, Consultant shall indemnify and hold harmless the Additional Insureds from and against any and all Claims that would have been covered by such insurance had Consultant complied with its obligations herein.

12.7.3 County reserves the right to adjust the above minimum insurance requirements or require additional insurance coverages to address other insurable hazards.

## **ARTICLE XIII GENERAL CONSIDERATIONS**

### **1.1 Independent Consultant**

Consultant shall act as an independent consultant and not as an employee, agent or servant of the County in performing all Services and activities under this Agreement. Consultant shall at all times and in all places maintain complete control over its employees and all of its Subconsultants. Nothing contained in this Agreement shall create any contractual relationship between any such Subconsultant and the County. Consultant shall perform all Services in accordance with the requirements of this Agreement and in accordance with its own means and methods subject to compliance with this Agreement. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

### **13.2 Taxes**

13.2.1 Consultant shall pay and be solely responsible for any and all taxes, levies, duties and assessments of every nature which may be applicable to any Services performed under this Agreement, including, without limitation, any tax that Consultant is required to deduct or withhold from any amount payable under this Agreement and shall make all payroll deductions and withholdings required by law. Consultant herein indemnifies and holds the County harmless from any liability on account of any and all such taxes, levies, duties and assessments. The indemnity provision of this Paragraph

13.2 shall survive the expiration or earlier termination of this Agreement. Consultant may not use County's tax-exempt status unless specifically authorized in writing in advance.

13.2.2 Foreign Entity Tax Withholding. Amounts due to certain foreign persons or entities may be subject to backup withholding taxes under federal law. If Consultant is a foreign person or entity that is required to complete Internal Revenue Service ("IRS") Form W-8ECI, Consultant shall provide County a copy of Consultant's current Form W-8ECI prior to issuance of any invoice or payment under this Agreement. If Consultant fails to timely provide a completed, current Form W-8ECI, County will withhold all backup withholding taxes from the amounts due Consultant, remit such sums to the IRS, and pay Consultant only the remainder. County makes no representation regarding the tax treatment of amounts due to Consultant, and Consultant releases and holds County harmless from any claims or damages in any way relating to or arising from any tax withholding by County pursuant to this section.

### **13.3 Publicity and Advertising**

13.3.1 Consultant shall not make any announcement or release any information or publish any photographs concerning this Agreement, or the Services or any part thereof, to any member of the public, press or any official body, unless prior written consent is obtained from the County.

13.3.2 Use of the County Seal or County Logo is strictly prohibited. In accordance with, County Ordinance 92-2 and County Administrative Policy 101.3, Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal or Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

### **13.4 Examination of Consultant's Records**

The County or its authorized representative shall, for a minimum of five (5) years after expiration or termination of this Agreement (or until resolution of any audit findings, whichever is longer), have access to, and the right to examine any directly pertinent books, documents, papers and records of Consultant involving transactions relating to this Agreement, and to make copies, excerpts and transcriptions thereof. If any such examination reveals that Consultant has overstated any component price, Task Order, Change Order, Claim, or any other County payment obligation arising out of this Agreement, then Consultant shall, at the election of the County, either immediately reimburse to the County or offset against payments otherwise due Consultant, the overstated amount plus interest. The foregoing remedy shall be in addition to any other rights or remedies the County may have.

### **13.5 Governing Law & Venue**

This Agreement shall be governed by the laws of the State of Florida. Venue for any administrative and/or legal action arising under the Agreement shall be St. Johns County, Florida.

### **13.6 Arbitration**

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with this Agreement in any manner whatsoever.

### **13.7 Contract Claims / Disputes**

13.7.1 If any dispute between the County and Consultant arises under this Contract and such dispute cannot be resolved by good faith negotiation at the field level between the Authorized Representatives of each Party, such dispute shall be promptly escalated to Consultant's and County's Senior Representatives, upon the request of either Party, who shall meet as soon as conveniently possible, but in no case later than fourteen (14) calendar days after such a request is made, to attempt to resolve such dispute or disagreement. Five (5) calendar days prior to any meetings between the Senior Representatives, the Parties will exchange relevant information that will assist the Parties in resolving the dispute or disagreement.

13.7.2 If after meeting, the Senior Representatives determine that the dispute or disagreement cannot be resolved on terms satisfactory to both Parties, the Consultant shall submit a Contract claim as provided herein.

13.7.3 Claims arising from this Contract shall be filed with the Assistant Director of Purchasing & Contracts. Prior to filing a contract claim, Consultant shall first exhaust all remedies set forth in the Contract Documents. The Contract Claim must be submitted to the Assistant Director of Purchasing & Contracts within five (5) business days of exhausting the all remedies set forth above. Pending final resolution of a dispute or claim, unless otherwise agreed in writing, the Consultant is required to proceed with performance of the Services and maintain effective progress in the performance of the Services as set forth



in this Contract. The contract claim shall include, at a minimum, the following:

- (1) The name and address of the Consultant and any legal counsel; and
- (2) The address to which the Assistant Director of Purchasing & Contracts should send their final decision; and
- (3) Identification of the final adverse decision or document that is the subject of the contract claim; and
- (4) Identification of the administrative remedies provided for in the contract that were pursued prior to the claim and the outcome; and
- (5) A statement of the grounds for each issue to be reviewed and the applicable provisions of the Contract, as well as any applicable Laws, or other legal authorities which the Contract deems applicable to the claim; and
- (6) A statement of the grounds for each issue raised in the contract claim; and
- (7) A copy of the final adverse decision or document that is the subject of the claim and any exhibits, evidence or documents which the Consultant deems applicable to the issues raised in the claim.

13.7.4 During the Assistant Director of Purchasing & Contracts' review of the contract claim, the Assistant Director of Purchasing & Contracts may request additional information from either Party. The Parties are to provide the Assistant Director of Purchasing & Contracts with the requested information within the time period set forth in the request. Failure of either Party to timely comply may result in resolution of the claim without consideration of the requested information.

13.7.5 The Assistant Director of Purchasing & Contracts shall render a decision on the Contract Claim within twenty-one (21) calendar days of receipt of all requested information. The written decision of the Assistant Director of Purchasing & Contracts shall be sent to the Consultant to the notice address listed herein or by such other means as agreed to by the Parties.

13.7.6 The decision for any Contract Claim by the Assistant Director of Purchasing & Contracts may be appealed by the Consultant to the County Administrator. Consultant must submit their appeal to the County Administrator, including any and all information, documentation, backup data, or other supplemental facts or figures within five (5) business days of receipt of the Assistant Director of Purchasing & Contract's decision. Failure of the Consultant to submit an appeal within the prescribed timeframe shall be a waiver of a right to appeal the rendered decision. The appeal shall include any and all information, documentation and data relative to the Contract Claim and subsequent appeal. The County Administrator shall render a decision within thirty (30) calendar days of receipt of all information. The County Administrator's decision shall be considered final, but shall not prohibit nor restrict the Consultant's ability to pursue legal action in Circuit Court.

### **13.8 Assignment and Arrears**

13.8.1 Neither the County nor the Consultant shall assign, transfer, or encumber its interest in this Agreement without the written consent of the other Party. Any assignment, transfer, encumbrance or subcontract in violation of this section shall be void and ineffective, constitute a breach of this Agreement, and permit the non-assigning Party to immediately terminate this Agreement, in addition to any other remedies available to the non-assigning Party at law or in equity. County reserves the right to condition its approval of any assignment, transfer, encumbrance, or subcontract upon further due diligence and an additional fee paid to the County to reasonably compensate it for the performance of any such due diligence.

13.8.2 The Consultant shall not pledge the County's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

### **13.9 Severability**

If a court deems any provision of the Agreement void, invalid or unenforceable, that provision shall be enforced only to the extent that it is not in violation of law or is not otherwise unenforceable and all other provisions shall remain in full force and effect.

### **13.10 Section Headings**

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

### **13.11 Disclaimer of Third-Party Beneficiaries**

Both the County and the Consultant explicitly agree, and this Agreement explicitly states that no third-party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

### **13.12 No Waiver; Course of Dealing**

The delay or failure by the County to exercise or enforce any of its rights or remedies under this Agreement shall not constitute or be deemed a waiver of the County's right thereafter to enforce those rights or remedies, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The conduct of the parties to this Agreement after the Effective Date shall not be deemed a waiver or modification of this Agreement. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

### **13.13 No Waiver of Sovereign Immunity**

Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance and obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

### **13.14 Conflict of Interest**

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of Services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of Services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within 30 days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to Services provided to the County by the Consultant under the terms of this Agreement.

### **13.15 Execution in Counterparts**

This Agreement may be executed in counterparts, each of which shall be an original document, and all of which together shall constitute a single instrument. The parties may deliver executed counterparts by e-mail transmission, which shall be binding. In the event this Agreement is executed through a County-approved electronic signature or online digital signature service (such as DocuSign), such execution shall be valid, effective and binding upon the party so executing. Execution and delivery of an executed counterpart of this Agreement and/or a signature page of this Agreement by electronic image scan transmission (such as a "pdf" file) or through a County approved electronic signature service will be valid and effective as delivery of a manually executed counterpart of this Agreement.

### **13.16 Entire Agreement**

This Agreement, together with the Contract Documents for the Services, constitutes the entire Agreement between County and Consultant relating to the subject matter hereof and supersedes all prior or contemporaneous Contracts, negotiations, discussions and understandings, oral or written.

### **13.17 Modifications, Amendments, Waivers and Extensions**

This Agreement may not be modified, amended, changed or supplemented, nor may any obligations hereunder be waived or extensions of time for performance granted, except by written instrument signed by Authorized Representatives of both parties. No waiver of any default or breach of any agreement or provision herein contained shall be deemed a waiver of any preceding or succeeding default or breach thereof or of any other agreement or provision herein contained. No extension of time for performance of any obligations or acts shall be deemed an extension of the time for performance of any other obligations or acts.

### **13.18 Survival**

The provisions of the Contract Documents which by their nature survive termination of the Contract, including without

limitation all warranties, indemnities, insurance, taxes, enforcement costs, payment obligations, and the County's right to audit Consultant's books and records, shall in all cases survive the expiration or earlier termination of this Agreement.

### **13.19 Convicted and Discriminatory Vendor Lists**

Consultant warrants that neither it nor any Subconsultant is currently on the convicted vendor list or the discriminatory vendor list maintained pursuant to Sections 287.133 and 287.134 of the Florida Statutes, or on any similar list maintained by any other state or the federal government. Consultant shall immediately notify the County in writing if its ability to perform is compromised in any manner during the term of this Agreement.

### **13.20 Scrutinized Companies Lists**

Section 287.135 of the Florida Statutes prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. By execution of this Agreement, Consultant certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Consultant to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Agreement if a false certification has been made, or the Consultant is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

### **13.21 Employment Eligibility and Mandatory Use of E-Verify**

As a condition precedent to entering into this Agreement, and in accordance with section 448.095, F.S., Consultant and its subconsultants shall register with and use the E-Verify system to verify the work authorization status of all employees hired on or after January 1, 2021.

- a. Consultant shall require each of its subconsultants to provide Consultant with an affidavit stating that the subconsultant does not employ, contract with, or subcontract with an unauthorized alien. Consultant shall maintain a copy of such affidavit for the duration of this Agreement.
- b. The County, Consultant, or any subconsultant who has a good faith belief that a person or entity with which it is contracting has knowingly violated section 448.09(1), F.S. or these provisions regarding employment eligibility shall terminate the contract with the person or entity.
- c. The County, upon good faith belief that a subconsultant knowingly violated these provisions regarding employment eligibility, but Consultant otherwise complied, shall promptly notify Consultant and Consultant shall immediately terminate the contract with the subconsultant.
- d. The County and Consultant hereby acknowledge and mutually agree that, a contract terminated pursuant to these provisions regarding employment eligibility is not a breach of contract and may not be considered as such. Any contract terminated pursuant to these provisions regarding employment eligibility may be challenged in accordance with section 448.095(2)(d), F.S.
- e. Consultant acknowledges that, in the event that the County terminates this Agreement for Consultant's breach of these provisions regarding employment eligibility, then Consultant may not be awarded a public contract for at least one (1) year after such termination. Consultant further acknowledges that Consultant is liable for any additional costs incurred by the County as a result of the County's termination of this Agreement for breach of these provisions regarding employment eligibility.
- f. Consultant shall incorporate in all subcontracts made pursuant to this Agreement the provisions contained herein regarding employment eligibility.

### **13.22 Nondiscrimination**



The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, political affiliation, disability, age, or sex (including sexual orientation and gender identity/expression) pregnancy, marital status or national origin (including limited English proficiency). Consultant shall include the foregoing or similar language in its contracts with any Subconsultants.

### **13.23 Drug Free Workplace**

To the extent required under the Drug-Free Workplace Act (Chapter 112, Florida State Statutes), Consultant certifies that it has and will maintain a drug-free workplace program for the duration of this Agreement.

### **13.24 Public Records**

13.24.1 To the extent Consultant is acting on behalf of the County, Consultant shall comply and shall require all of its subconsultants to comply with the State of Florida's Public Records Statute (Chapter 119), specifically to:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
- (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by Applicable Law;
- (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by Applicable Law for the duration of this Agreement and following expiration of this Agreement, or earlier termination thereof, if Consultant does not transfer the records to the County; and
- (4) Upon completion of this Agreement, or earlier termination thereof, transfer, at no cost, to the County all public records in possession of Consultant or keep and maintain for inspection and copying all public records required by the County to perform the Services.

13.24.2 If Consultant, upon expiration of this Agreement or earlier termination thereof:

i) transfers all public records to the County, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements; and ii) keeps and maintains public records, Consultant shall meet all Applicable Law and requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

13.24.3 Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (904) 209-0805, [PUBLICRECORDS@SJCFL.US](mailto:PUBLICRECORDS@SJCFL.US), 500 SAN SEBASTIAN VIEW, ST. AUGUSTINE, FLORIDA 32084**

### **13.25 Enforcement Costs**

If any legal proceeding, lawsuit, or action is instituted in connection with any dispute, breach, default, misrepresentation or controversy arising out of this Agreement or the enforcement of any right hereunder, the prevailing party will be entitled to recover, in addition to actual costs, such sums as the court may adjudge reasonable as attorney fees, including fees on any appeal.

### **13.26 Contingency Fee**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee,

commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. Failure by Consultant to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

**13.27 Written Notice**

Any and all notices, requests, consents, approvals, demands, determinations, instructions, and other forms of written communication (“Notices”) under this Agreement shall be validly given when delivered as follows:

- i. Hand delivered to Consultant’s Authorized Representative or hand delivered during normal business hours and addressed as shown below, or
- ii. Delivered by U.S. Mail or commercial express carrier, (postage prepaid, delivery receipt requested), to the following addresses:

St. Johns County  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Attn: Jaime Locklear  
 Assistant Director, Purchasing & Contracts  
 Email Address: [jlocklear@sjcfl.us](mailto:jlocklear@sjcfl.us)

Plante & Moran, PLLC  
 3000 Town Center, Suite 100  
 Southfield, MI 48075  
 Attn: Scott Eiler, Engagement Partner  
 Email Address: [scott.eiler@plantemoran.com](mailto:scott.eiler@plantemoran.com)

*With a copy to:*

St. Johns County  
 Office of the County Attorney  
 500 San Sebastian View  
 St. Augustine, FL 32084  
 Email Address: [dmigut@sjcfl.us](mailto:dmigut@sjcfl.us)

Notices shall be deemed to have been given on the date of delivery to the location listed above without regard to actual receipt by the named addressee. The County may also send copies of Notices by email transmission. Any such email transmission from the County is for informational purposes only. County and Consultant may each change the above addresses at any time upon prior written notice to the other party.

**13.28 Non-Exclusive Right**

Consultant has no exclusive right to provide the Services required within this Agreement. The County may at its sole discretion contract with others to perform the same duties or any part of the Services.

**13.29 Truth-In-Negotiation Representation**

By execution of this Agreement, Consultant hereby certifies that the wage rates and other factual unit costs supporting the compensation under this Agreement are accurate, complete and current as of the date of entering into this Agreement. The Parties agree that the County may adjust the original Agreement price and any additions thereto to exclude any significant sums by which the County determines the Agreement price was increased due to inaccurate, incomplete or noncurrent wage rates and other factual unit costs.

\*\*\*\*\*

**CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Agreement No.:</b>	<b>Consultant Name:</b>
<b>Project:</b>	<b>Consultant Address:</b>
<b>Project Address:</b>	<b>Consultant License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

*None*

---



---



---

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_ Consultant Name

By:

\_\_\_\_\_ Signature

\_\_\_\_\_ Printed Name

\_\_\_\_\_ Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**



The authorized representatives hereto have executed this Agreement effective as of the Effective Date. Consultant's authorized representative executing this Agreement represents that he or she is duly authorized to execute this Agreement on behalf of Consultant.

**County**

**Consultant**

St. Johns County (Seal)  
(Typed Name)

Plante & Moran, PLLC (Seal)  
(Typed Name)

By: [Signature]  
(Signature of Authorized Representative)

By: E. Scott Eiler  
(Signature of Authorized Representative)

Jaime Locklear, MPA, NIGP-CPP, CPPO, CPPB  
(Printed Name)

E. Scott Eiler  
(Printed Name)

Asst. Director, Purchasing & Contracts  
(Title)

Partner  
(Title)

2/24/2023  
(Date of Execution)

2/22/23  
(Date of Execution)

**ATTEST:**

**St. Johns County, FL  
Clerk of Circuit Court and Comptroller**

By: [Signature]  
(Deputy Clerk)

2/24/2023  
(Date of Execution)

**Legally Sufficient:**

[Signature]  
(Office of County Attorney)

2/24/23  
(Date of Execution)



## Project understanding

---

The County plans to replace their current set of applications in the finance and human resources area. To prepare for this replacement, the County desires a business process review for key business processes including Finance & Accounting (handled by the Clerk of the Circuit Court & Comptroller's Office), Procurement & Contract Management, Human Resources, and Office of Management & Budget processes. The goal of this review is to gain an understanding of the current process steps, systems used to perform processes, how formal or informal a given processes is, and how departments interact with other stakeholders. We will then provide the County with recommendations for updating these processes, including how to take advantage of new ERP functionality, process standardization across County departments, systems necessary to complete the future-state processes, and any cost increases or decreases associated with these changes.

The County may optionally choose to continue working with the consultant to create and release an RFP for a new ERP system, select a preferred vendor, and implement the new system.

## Proposed detailed work plan

---

The below work plan lists each phase and its respective activities. The activities listed include details of how and why the activities are performed. Additionally, some activities listed include sample deliverables to support the understanding of what is conducted in the aforementioned activities.

### **Phase 0- Project Planning and Management**

***Phase objective and summary of activities:*** The purpose of this phase is to provide leadership throughout the duration of the project. Throughout the project, we will conduct activities that are relevant to managing the project. The major activities to be performed are as follows:

- Conduct project initiation activities
- Develop a project organizational and governance structure that defines staff roles, expectations, key performance indicators, and communication strategy
- Develop a project charter that provides a framework from which the project will progress
- Develop a detailed project plan identifying the activities, responsibilities and timing of tasks necessary to complete the project
- Establish a project collaboration environment to act as a repository for project information
- Develop a project issues and action items list to track any issues and resolutions throughout the duration of the engagement
- Conduct periodic status meetings to monitor project progress
- Conduct a project kick-off meeting with relevant County staff

Measurable objective	Deliverables/milestones
Manage the defined project through to successful completion within budget and on schedule while meeting project goals and objectives	<ul style="list-style-type: none"> <li>• Project kickoff</li> <li>• Project organizational and governance structure</li> <li>• Project charter</li> <li>• Detailed project plan</li> <li>• Project collaboration center</li> <li>• Project issues and action items list</li> <li>• Project meeting minutes</li> </ul>

---

## 1. Conduct project initiation activities

A project initiation meeting will be conducted to introduce the project team, finalize the project scope, deliverables and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, communication plan, detailed project plan and regularly scheduled progress meetings. These steps are described below. A project kick-off meeting will also be held to communicate the goals, structure and timeline of the project to the County.

---

## 2. Define project organizational and governance structure

One of the key critical success factors on an enterprise-wide project such as an ERP replacement initiative is the formation of an appropriate and effective project governance structure. An effective governance structure is the key to integrating the people, process and technology elements to achieve the organizational goals of an ERP initiative. As such, project governance on an ERP project provides the following:

- A visual depiction of the project organizational structure and hierarchy
- A framework in which project decisions are made
- A detailed understanding of the roles and responsibilities of the individuals and groups on the project
- A framework in which project management related tasks are organized and managed around key elements including budget management, change control, issues resolution, risk management, status reporting, etc.

Our understanding and knowledge of implementing effective governance on large-scale ERP projects is significant. In fact, we authored a chapter in Public Technology Institute's book entitled "CIO Leadership for Cities and Counties – Emerging Trends and Practices" on Information Technology Governance. We will blend our past experience in implementing ERP governance structures that will be tailored based on the needs and existing structures in place at the County. Our approach to establishing a governance structure with the County includes the following activities.

- We will review and confirm the identification of the County entities that will be involved and affected by the project.



- We will work with the County to identify existing governance structures that are already in place that relate to the business processes that are being considered within the scope of the project. These governance structures will include both business and technical committees that are currently in existence.
- We will obtain background information on governance material and discussions that have already occurred related to the project.
- Using this baseline material, we will collectively draft a proposed project governance structure for the assessment phase of the project that visually depicts the various individuals and groups that will be part of that structure.
- We envision that the roles and responsibilities that would need to be included as part of this ERP Replacement project would be as follows:

Project role	Individual(s)	Responsibility
<b>Executive Sponsor</b>	Senior Level Business Staff Person	<ul style="list-style-type: none"> <li>• Maintain the project vision</li> <li>• Act as the project champion</li> <li>• Energize the project leadership and teams</li> <li>• Be visibly committed to the project</li> <li>• Provide a strategic perspective when defining the needs for a future ERP and associated processes</li> <li>• Remove project roadblocks</li> <li>• Secure alignment across departments</li> <li>• Coach the project leadership</li> </ul>
<b>Project Steering Committee</b>	Senior Level County Staff	<ul style="list-style-type: none"> <li>• Enterprise system projects require executive level support from all organizational areas significantly impacted by a new system. The Project Steering Committee should provide incentives to the Countywide staff to view the project as a top priority. To the extent possible, the Project Steering Committee is comprised of senior-level managers who have the ability to make the decisions regarding changes in organizational policy and procedures.</li> <li>• Steer the Project Managers</li> <li>• Address issues presented by the Project Manager</li> <li>• Clear roadblocks that jeopardize project success</li> <li>• Create the conditions to make the Project Managers successful in their role</li> <li>• Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project</li> <li>• Review and provide feedback on the consultant's report</li> <li>• Review and approve release of the ERP RFP documents</li> <li>• Review significant project recommendations (e.g., recommended Vendor solution)</li> </ul>

Project role	Individual(s)	Responsibility
<b>Software Selection Committee</b>	Selected County Executives	<ul style="list-style-type: none"> <li>Review Vendor responses</li> <li>Conduct initial ranking of Vendor responses</li> <li>Participate in vendor demonstrations/oral presentations</li> <li>Review additional fact-finding information collected</li> <li>Conduct ranking of finalist Vendor solutions</li> </ul>
<b>Project Manager</b>	County Project Management Individual (could be a technical or businessperson)	<ul style="list-style-type: none"> <li>It is critical that the project manager be at the center of all project communications and activities so that they are current on the status of the project. All communications and questions about the project shall be directed to the project manager.</li> <li>Ensure that prompt and clear communications to the County department staff is conducted</li> <li>Act as the focal point for collection of needed documentation for review by the consultant</li> <li>Manage project milestones &amp; activities</li> <li>Manage the project budget</li> <li>Communicate project status, issues and risks to the appropriate stakeholders</li> <li>Document and track to resolution project issues and decisions</li> <li>Escalate issues in a timely manner to the Project Steering Committee or Executive Sponsor as appropriate</li> <li>Oversee planning activities associated with project</li> <li>Ensure that project deliverables are reviewed by appropriate County staff</li> <li>Provide progress updates to the County management, Project Steering Committee and other interested stakeholders</li> <li>Manage the configuration of the SharePoint site</li> <li>Work with the team leads in communicating decisions that need to be brought to the Project Steering Committee for review and resolution</li> </ul>
<b>Project Administrator</b>	Administrative Staff Person(s)	<ul style="list-style-type: none"> <li>Schedule necessary project-related meetings</li> <li>Ensure availability of appropriate resources to support project meetings</li> <li>Take minutes at meetings, as needed</li> <li>Ensure project communications are distributed</li> <li>Assist in coordination of Vendor demonstration activities</li> </ul>
<b>Module Leads</b>	Process Owners of the various ERP areas	<ul style="list-style-type: none"> <li>Participate in stakeholder interview sessions</li> <li>Participate in the development, review and finalization of the RFP functional requirements to include reports, interfaces, conversions, forms and workflows within their area of responsibility</li> </ul>

Project role	Individual(s)	Responsibility
<b>Non-Process Owning Departments</b>	TBD	<ul style="list-style-type: none"> <li>Review and provide feedback on appropriate sections of Vendor responses</li> <li>Develop Vendor scripts to be used during Vendor demonstration activities</li> <li>Participate in Vendor demonstrations</li> <li>Provide feedback on demonstration and due diligence activities</li> <li>Participate in the development of the appropriate sections of the statement of work document</li> <li>Participate on project teams, as requested</li> <li>Provide input from an end-user perspective related to various processes that are executed in their department</li> </ul>
<b>Technical Team</b>	TBD	<ul style="list-style-type: none"> <li>Provide information on the County's current IT infrastructure</li> <li>Assist in the development, review and finalization of the RFP technical requirements</li> <li>Review and provide feedback on the technical components of Vendor responses</li> <li>Conduct due diligence on technical aspects of the Vendors' solutions</li> <li>Assess the impact of Vendor solutions on the County's IT infrastructure</li> <li>Participate in the technical sessions associated with the vendor demonstrations</li> <li>Participate in the SOW development for those elements that are of a technical nature</li> </ul>
<b>Outside Consultant</b>	Plante Moran	<ul style="list-style-type: none"> <li>Support the planning and procurement phase of the project</li> <li>Apprise the project manager of current and potential project risks and discusses means of mitigating these risks</li> <li>Provide leadership and guidance to the County throughout the project</li> <li>Develop project deliverables</li> </ul>

We will review this material with the County to elicit feedback on the structure and initiate discussions about specific staff who would be candidates for these roles. We would expect the County to then work with the proposed staff and their respective management team to solicit their involvement on the project.

Once the project governance structure and project management plan has been finalized, we will conduct one or more project kick-off meetings to introduce the project, the project governance structure and other aspects of the project to the County project team and affected stakeholders.

**Deliverable:** Project organizational and governance structure



### 3. Develop project charter

---

We will develop a draft Project Charter that provides a framework for the following areas of focus:

- Project overview
- Project stakeholders
- Scope plan (both in and out of scope items)
- Vision statement
- Project influences
- Project milestones and deliverables
- Project objectives
- Project constraints
- Project staffing
- Business drivers
- Project guiding principles

The Project Charter will be provided to the County for review and approval prior to commencing with significant project activities. A significant component of developing the project charter is the identification of Guiding Principles that will drive many of the project decisions. *More specifically, many of the decisions to be made relate to the leveraging of best practices within existing or new software versus customizing the software to support existing business processes.* A sample of these principles is as follows:

- We will embrace process improvement strategies and implementation of new and best business practices as opposed to implementing new technology to support business processes that are not efficient and are outdated
- Focus on the outcomes versus how those outcomes are achieved when reviewing business processes and software
- Information is a County asset to the extent that it is not confidential or private
- Establish common processes and practices across the County
- Focus on process and transaction quality; build quality at the source
- Provide relevant, timely, and consistent management information
- Minimize resources allocated to transactional activities; focus more on information to sustain the business
- The Project Steering Committee shall be composed of County leadership staff that is committed to dedicating appropriate staff resources to ensure the success of the project
- County shall embrace vendor system best practices, wherever possible
- Decisions related to project activities and system implementation shall be developed for the betterment of the entire County organization
- Department needs shall be given adequate consideration in the development of project policies and activities
- Focus on modifying our business processes first versus customizing the software to satisfy business processes
- The Project Steering Committee commits to maintaining communication throughout the project
- County's critical IT architecture and standards shall be followed while other standards may be open to modification
- Investments in technology shall improve capacity, efficiency, and reduce cost

- County is committed to providing staff training to become proficient in their functions

See below sample Project Charter

**ERP NEEDS ASSESSMENT AND SELECTION PROJECT | PROJECT CHARTER**  
**Sample Client**

**Project Mission**  
 The ERP Needs Assessment and Selection Project will provide an integrated enterprise system that will support the Client staff in the delivery of government services and activities, take advantage of best practices, significantly improve the efficiency and effectiveness of the Client's business processes, and be flexible enough to encompass other functions, modules, and features, as needed, both now and in the future.

**Project Objectives**  
 The Client will conduct an ERP system needs assessment that will recommend a future direction for the Client, and will select a vendor to best meet the Client's long term objectives. The Client's goal is to procure a solution, either in the form of a single software suite or combination of two integrated systems, which provides advanced capabilities in financial management, procurement, human resources and payroll.

**Project Benefits**

1. Identify challenges including people, process and technology with current Client business processes in-scope
2. Identify opportunities for process improvements without and with new technology
3. Identify system needs for a new systems environment

**Business Drivers**

1. Increase data accuracy and accessibility. Eliminate conflicting information and shadow systems (spreadsheets, multiple systems with the same basic functionality, etc.)
2. Increase the ease of reporting on the Client's data
3. Enhance internal controls and provide segregation of duties

**Project Challenges**

1. Existing processes have been in existence for an extended period of time that are paper based and based on existing technology with limitations
2. Inertia/resistance to change
3. Resource availability - budgetary challenges, staff shortages, tools and training
4. Legal or regulatory constraints

**Project Organization Structure**

The following table identifies the project roles, typical staff type, responsibilities and estimated level of effort for activities conducted during the ERP Selection & Procurement Phase of the project.

Role	Responsibility	Client Staff
Project Sponsor(s)	<ul style="list-style-type: none"> <li>• Maintain the project vision</li> <li>• Act as the project champion</li> <li>• Energize the project leadership and teams</li> <li>• Be visibly committed to the project</li> <li>• Provide a strategic perspective when defining the needs for a future ERP and associated processes</li> <li>• Remove project roadblocks</li> <li>• Secure alignment across departments</li> <li>• Coach the project leadership</li> </ul>	Sample – Staff will be identified in actual charter
Project Steering Committee	<ul style="list-style-type: none"> <li>• Steer the Project Managers</li> <li>• Address issues presented by the Project Manager</li> <li>• Clear roadblocks that jeopardize project success</li> <li>• Create the conditions to make the Project Managers successful in their role</li> <li>• Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project</li> <li>• Review and make decisions on project change orders</li> <li>• Review and approve significant project recommendations (e.g., recommended vendor solution)</li> <li>• Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants)</li> <li>• Conduct scoring of finalist vendor solutions</li> <li>• Recommend preferred vendor solution</li> </ul>	Sample – Staff will be identified in actual charter
Project Selection Committee	<ul style="list-style-type: none"> <li>• Develop proposed vendor selection criteria and weightings</li> <li>• Review and approve release of the ERP RFP documents</li> <li>• Review and provide feedback on vendor proposals</li> <li>• Participate in vendor proposal analysis meeting to determine and recommend finalist vendors</li> </ul>	Sample – Staff will be identified in actual charter

Deliverable: Project charter

#### 4. Develop detailed project plan

We will work with the County to incorporate the following into a detailed Microsoft Project™ Plan:

- Major phases and milestones
- Work tasks and their due dates with assigned responsibility

We will work with the County during this activity to design a Project Plan for the contracted project phases, which is appropriate and meets the County's overall priorities.

Deliverable: Detailed project plan

#### 5. Establish project collaboration center

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for small, mid-size and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an engagement. The SharePoint site can be established in a cloud space to allow all stakeholders to access all the relevant documents.

As a firm, Plante Moran requires that all client engagements are managed through a Plante Moran hosted Project Collaboration Center using Microsoft SharePoint site. During this activity, we will work with the County in establishing this site to include design, structure, security, training and content that will be hosted and maintained by Plante Moran.

Deliverable: Project collaboration center

## 6. Manage the project schedule and moderate project status meetings

Our success in being able to execute highly effective ERP assessment and selection projects is heavily influenced by our strong project management approach to these projects supported by a set of highly effective project management tools and templates. While the project governance structure is being developed, we will be working with the Project Management Office (PMO) to define the various project management and communication procedures and associated tools and templates that will be used during the project. Examples of these are as follows:

- Issues and Action Items Log
- Management and updating of the project plan
- Risk Log
- Protocols in the use of the SharePoint (e.g., access, check in/check out, using links versus attachments in emails, etc.)
- Method in which project stakeholder are kept apprised as to project status and progress

This information will be presented, as appropriate, to the project participants during the project kick-off meeting(s). An example of the Issues log that we use is provided below:

Issue and Action Item Summary		Status by Team Member						Status Summary	Summary of Critical Next Steps
Team	Team Member (Red indicates Late Items)	Open	All Projects	Pending Close	Closed	Late*	Total		
City	Ron	0	0	0	1	0	1		
City	Rose	0	0	0	0	0	0		
Tyler	Roger	0	0	0	1	0	1		
Tyler	Penny	0	0	0	2	0	2		
Kronos	Chris	0	0	0	0	0	0		
Advanced	Lori	0	0	0	0	0	0		
PM	Dennis	0	0	0	0	0	0		
PM	Scott	0	0	0	0	0	0		
	<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>9</b>	<b>0</b>	<b>9</b>		

Item #	Issue/Action Item	Priority	Reported By	Assigned To	Team	Date Reported	Due Date	Next Steps / Progress	Actual Completion Date	Status	Late?	Resolution Description
8	Provide a write up of efficiency improvements for use in the fleet area based on discussions with the City.	2 - Med	Scott	Roger	Tyler	8/15/2013		Write-up improvements for the City to review		Open		
20	Conduct a demonstration on the ERP Planner.	2 - Med	Scott	Tyler	Tyler	8/27/2013	9/11/2013	City may do a separate RFP.		Open		
41	Document interfaces between ERP Planner and Abunk.	2 - Med	Scott	Roger	Tyler	9/11/2013		Dis-hold pending further review.		Open		
47	Determine plans for working with Surgent III.	2 - Med	Scott	Ron	City	9/11/2013				Open		
48	Initiate discussions with Tyler about real-time interfaces with Clancy Vermont Systems and other real-time interface points.	1 - High	Scott	Ron	City	9/17/2013		Ron to obtain and review the contract for the third-party vendors.		Open		
59	Resolve whether the citizen/vendor self service modules will be purchased due to lack of non compliance with ADA requirements.	1 - High	Scott	Roger	Tyler	9/17/2013		Determine if Tyler will contractually commit to a timeframe in the contract to make the system ADA compliant.		Open		

Deliverable: Project issues and action items list; Project meeting minutes

## 7. Conduct project kick-off meeting

Subsequent to completion of the initial project planning activities, we will conduct a project kick-off meeting to introduce County staff to the project. In preparation for the kick-off meeting, we will work with the project team to prepare a presentation that addresses the topics desired by the County as part of this meeting.



## Phase 1: Business Process Review

**Phase objective and summary of activities:** The purpose of this phase is to develop an understanding of key County business processes, including use of the existing applications, to identify opportunities for process improvements including taking advantage of functionality in modern ERP systems. The major activities to be performed are as follows:

- Obtain and review relevant County documents to obtain background information on the current and desired application environment and current business processes
- Assess the County's current application environment
- Conduct interviews with key stakeholders
- Conduct detailed current state business process mapping

Measurable objective	Deliverables/milestones
County understands current state business processes and opportunities for improvement	<ul style="list-style-type: none"> <li>• Items to collect list</li> <li>• Application environment assessment</li> <li>• Business process review sessions</li> <li>• <u>Current state process maps</u></li> </ul>

### 1. Collect and review documents

Plante Moran will review any available *existing* documentation gathered and provided by the County to gain a comprehensive understanding of the County related operations and current technologies. An example listing of documents to be reviewed includes the following:

- Organizational charts
- Previous studies that are relevant to the project
- Relevant process and function descriptions/handbooks, master IT and operation plans, activity / program offerings
- Pre-existing workflow documentation/flowcharts, such as those that have already been developed
- Relevant hardware, software and network diagrams, and/or other documents, illustrating the layout, networking, etc.
- The County standards for hardware, software, network operating systems, configurations and protocols, etc.
- Existing 'desk manuals' and system documentation
- Listing of existing systems supporting the various business processes that will be evaluated for potential replacement or interfacing to a new ERP system
- Listing of additional "shadow systems" and non-integrated systems
- Critical systems to be interfaced with new ERP software
- Outstanding enhancement requests on current ERP system and relevant system(s)

**Deliverable:** Items to collect list

## 2. Conduct business process review sessions

---

Prior to conducting the Current State process mapping sessions, we will conduct three types of meetings to prepare the County for these sessions as follows:

- **Process Owner Management Interviews:** Subsequent to the on-site kick-off meeting, which will include a 30-minute process mapping orientation session, we anticipate spending the remainder of the first day and day two to conduct on-site management interviews with the directors and key staff of those departments that own the associated business process. Based on a review of the County's organizational chart, to include the BOCC and Clerk of the Court, we would anticipate the following interview groups:
  - **BOCC:**
    - Human Resources
    - Office of Management and Budget
    - Purchasing
    - MIS
    - County Administration
  - **Clerk of the Circuit Court and County Comptroller:**
    - Finance
    - Human Resources

The purpose of these initial 30 minute – 1 hour management interviews is to introduce ourselves, confirm scope of responsibilities within the department, explain the approach that will be undertaken and discuss any issues/opportunities/areas of exploration as part of the follow-up process review sessions. Each meeting should include the department director as well as any additional team members that the department director would like to include.

- **Initial Process Owner Interviews:** While on-site that first week, we would like to spend 30 minutes with each of the individuals that own a specific Financial/HR-related business process to introduce ourselves and obtain background information on their area of responsibility. Participants should be prepared to answer questions related to the challenges they face in their area. This will help Plante Moran prepare for the subsequent more detailed interviews followed by the process mapping sessions.
- **Detailed Process Owner and Process End-User Interviews:**

Upon completion of these initial meetings, we will conduct more detailed interview sessions with the responsible process owners and select process end-user departments. We anticipate that these sessions will take an average of one to three hours and that the County is responsible for scheduling the sessions and inviting the participants.

- We will distribute an interview guide in advance to prepare interviewees to discuss:
  - High-level objectives and expectations for new systems
  - Inventory and use of existing business processes and systems

- Existing processes and workflows
- Identification of shadow systems that have been developed
- Integration requirements between applications and technologies
- Requirements for data sharing including interactions across the State as well as with customers and other governmental agencies
- Key reporting requirements
- Organizational limitations and barriers to change that may hinder the implementation of process re-designs and new or enhanced technologies
- Concerns regarding process inefficiencies, paper dependencies, and data handling redundancies
- Concerns regarding the support of legacy processes and technologies
- In progress and planned process and technology enhancement initiatives
- High level issues and opportunities for process improvements

Our team's approach to the interviews in this and subsequent work plan tasks will be both educational and investigative.

- **Educational:**
  - Provide an understanding of the advantages and disadvantages of redesigning County business processes
  - Discuss opportunities for potential improvements to business process and reporting
  - Provide an understanding and benefits of industry best practices and system capabilities available in the ERP marketplace
- **Investigative:**
  - Identify gaps in the current business applications and processes
  - Identify functional improvements that are desired in existing systems
  - Identify staff concerns regarding current operations, data handling redundancies, etc.,
  - Discuss proposed business process re-design opportunities that staff believe will benefit their department's operations and to the quality of citizen services

During each session, Plante Moran will facilitate a discussion of the process and identify key handoffs, control points, and decisions. County participants will be asked to share their perspectives on each process and identify key challenges and opportunities for improvement.

- **Prepare for and Conduct Current State Process Mapping Sessions:**

Subsequent to these interview sessions, we will then be prepared to meet collectively with County leadership to determine the business processes that will be mapped in more detail to develop the current state and future staff process flows. We find that these initial interviews with both the process owners and process end-users are critically important to determine which processes are the most appropriate ones to explore in more detail. The business process areas we will map include those in the RFP as well as conducting a chart of accounts review and model. We have experience that tells us to always start with the chart of accounts since it is the



foundation for how transactions are processed and how data is stored and used for reporting. Many times, the business processes will need to influence the chart of accounts to gain the right level or data to meet the financial and operational needs of any organization.

The business process areas include the following:

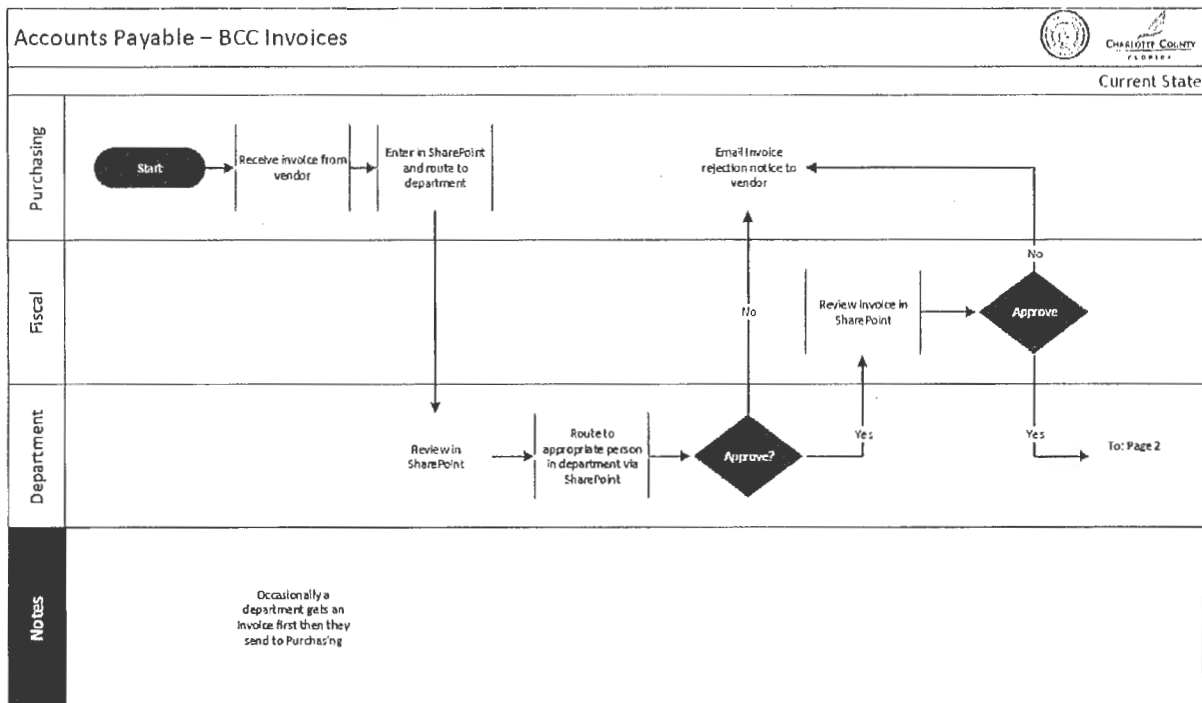
- Finance and Accounting
- Human Resources
- Procurement & Contract Management
- Office of Management & Budget

When meeting with the owners and end users of these processes, we will discuss how the current processes flow but also why they are done that way. Some of the process improvement cues that we will



look for during our discussions are shown below:

A final business process map may look like the following, where potential automations utilizing modern ERP functionalities are highlighted.



**Deliverables:** business process mapping sessions, current state process maps

### 3. Conduct review of existing application environment

---

We will use a combination of first-hand discovery and technical questionnaires to evaluate the capabilities of the County's current ERP application environment to efficiently and effectively support the organization's needs. We will issue the questionnaires for the County's completion and conduct interviews with staff directly involved with supporting the County's current application environment. Example areas of the assessment include:

- Organization structure related to system usage and support
- Inventory of systems, software, and applications including shadow systems across departments
- System performance capabilities
- Anticipated information and technology needs over the next five years (emerging technologies)
- Procedures related to administration and management of IT systems
- Internal and external integrations

The results of reviewing documentation and interviewing staff will allow us to identify and document the legacy applications.

Deliverable: Application environment assessment

#### **Phase 2: Recommendations for Business Process Update**

***Phase objective and summary of activities:*** The purpose of this phase is to develop a comprehensive recommendation report that provides the County recommendations to improve their business processes. The major activities to be performed are as follows:

- Develop an issues and opportunities matrix to highlight best practices, recommendations, priorities and phased approaches
- Develop future state process maps based on industry best practices with recommendations on policy and process changes
- Develop an Application Migration Table
- Develop Recommendation Report
- Update and finalize Recommendation Report

Measurable objective	Deliverables/milestones
Deliver comprehensive recommendation report detailing how the county can improve their business processes	<ul style="list-style-type: none"><li>• Issues and opportunities matrix</li><li>• Future state process maps</li><li>• Application migration table</li><li>• Recommendation Report (draft and final)</li></ul>

---

## 1. Prepare issues and opportunities matrix

The results of our time with the County will be summarized in a supporting Issues and Opportunities matrix. We will develop an Issues and Opportunities matrix where the “issues” will be areas for improvement and desired enhancements (e.g., redundant steps, functional deficiencies, “shadow” systems [ledgers, spreadsheets, word processing files, forms] that staff use in parallel with the legacy system, processes that are time and paper intensive, etc.). The “opportunities” will be the results of our benchmarking the “issues” with our knowledge of industry best practices and experience with other governmental clients.

The following illustrates a sample issues and opportunities matrix for core financial process areas which identifies existing process and system strengths and gaps by functional area, provides suggestions / opportunities for each issue, and identifies timing, priority and an assigned resource to efficiently manage each action item. This matrix will be leveraged as a tool to summarize all decisions and criteria to be addressed before, during and after implementation by categorizing implementation related issues as “Implementation” under “Timing”.

Core Financials								
#	Process Area	Issue	Opportunity / Recommendation	Category	Timing	Priority	Assigned To	Status
1	Bank Reconciliation	Manual processes currently exist to post investment and other transactions that take place through the financial institution (e.g., wire transfers), because an automated interface is not setup with the financial institution.	Using bank reconciliation functionality in an ERP system can automate many steps for posting financial institution transactions and preparing bank reconciliations. Consider purchasing bank reconciliation functionality offered by ERP system vendors and ensuring that transactions are automated with the ERP system.	Process / Technology	Selection	H	John Smith	Open
2	Budgeting	The activity and fee information available within MTE is not useful for determining the impact of changes to fees. As a result, budget analyses are performed in Excel. Further, the City may need to review its cash receipting codes to ensure that staff do not have access to codes that should be inactivated, for example.	A newer ERP system may have easier access to activity levels and functionality for what-if analyses related to changes in fees. The City can determine the cash receipting codes that it needs, in order to best utilize financial analysis tools. Evaluate ERP system functionality for what-if analyses related to fees, and determine those cash receipting codes that are needed going forward.	Process / Technology	Selection	M	Mary Kay	Open
3	Cash Receipting	The City's process for Its System Development Charges is manual. For these charges, amounts collected are owed to developers, based on geographic areas that are tracked within GIS.	Automating the process for System Development Charges can enable staff to focus on other City processes. Determine ERP systems' capabilities for automating the City's System Development Charges.	Process / Technology	Selection	L	John Smith	Open
4	Purchasing	The current system does not provide functionality to prevent potential duplicate vendors at creation or wildcard search abilities to find vendors.	New ERP systems provide improved functionality supporting the management of the City's vendor file. Identify a system during the selection process that provides robust tools to manage the vendor file.	Technology	Selection	H	Mary Kay	Open

Deliverable: Issues and opportunities matrix

## 2. Develop future state process maps

In addition to documenting the issues and opportunities in the current state processes, we will develop a future state process for each ERP process mapped in the current state reviews. The future state process map will reflect the opportunities for improvement that we identified including considerations for following best practices and leveraging a modern ERP system.

Deliverable: Future state process maps



### 3. Develop application migration table

---

During our initial discussions, we will inventory all systems, applications, and interfaces used throughout the County's existing application environment. This will be delivered in the final RFP as an Application Migration Table, providing recommendations on each system future use, using the legend below:

Legend code	Description
R Replacement	County intends to replace this application with the selected solution. County is considering replacing this application with the selected solution, based on the strength of the finalist vendor offering and cost/benefit of the replacement module
C Consider	
M Maintain	County intends to retain the application, not replace it during this effort County intends to keep the application and interface/integrate it with the selected solution.
I Interface	

The Application Migration Table will be refined with the County using the following information:

- A preliminary listing of suggested interfaces between County systems and a new ERP system. Listing will be refined with County staff through the RFP Development phase.
- Existing setup of the County's technical infrastructure and identified gaps that will need to be addressed prior to implementing a new system.
- The existing systems' strengths and weaknesses.
- Technical requirements including security and other relevant areas.

## Sample application migration table

### 1.3 Current Application Environment

*Legend for Current Applications		
Legend Code		Description
R	Replacement	The City is intending on replacing this application with the selected solution.
C	Consider	The City is considering replacing this application with the selected solution, based on the strength of the finalist Vendor offering and cost / benefit of the replacement module
M	Maintain	The City is intending on retaining the application, not replacing it thru this effort
I	Interface	The City is intending on keeping the application and interfacing/integrating it with the selected solution.

Current ERP Application	Application Notes/Description	Departmental Owner	Preliminary Migration Plan	Expected ERP Module
1099 Pro	ACA IRS reporting 1095c	HR	M	N/A
ACR System	Work orders and service requests	Engineering Support	M/I	N/A
Active Directory	System single sign on	Multiple	I	N/A
Apollo	Library management system	Library	M	N/A
ArcMap, ArcGIS, ArcGIS Online	GIS desktop software, GIS server software, GIS web mapping platform geocoding / graphic representation of agreements, city assets, projects, etc.	Development Services	M/I	N/A
Authorize.net/Evalon	Online and credit card meter to cash payments. Will terminate after Dec. 2017 CIS Go-Live	GUS	M	N/A
AVFuel	Airport credit card payments	Airport	I/C	Cash Receipting
Benefrac	3 <sup>rd</sup> party online benefits enrollment	HR	I/C	N/A
Brazos	Tickets and warrants	Municipal Court	M	N/A
Cartegraph	Pavement management information system	Technical Services & Engineering Support	M	N/A
Checkfree, Metavante, Princeton	3 <sup>rd</sup> party online payment processing (meter to cash)	Customer Care	M	N/A
Cisco	CIS pop up screens via phone system, Customer Interactive Voice Response System, Automatic Call Distribution	IT	M	N/A
Cry Wolf	False alarm payments	Police	M/I	Cash Receipting

Deliverable: Application migration table

## 4. Prepare recommendation report

We will prepare a Recommendation Report encompassing each of the process areas identifying potential areas for improvement. The analysis will include:

- An executive summary, for the County that details the project objectives, activities, key findings, and key recommendations
- Issues and Opportunities matrix where the "issues" will be areas for improvement (e.g., redundant steps, functional deficiencies, "shadow" systems [ledgers, spreadsheets, word processing files, forms] that staff use in parallel with the legacy applications, processes that are time and paper intensive, etc.). The "opportunities" will be the results of our benchmarking the "issues" with our knowledge of Best Practices and experience with other governmental clients.
- Strengths and limitations of the current system and processing environment to include gaps, identification of areas for improvement and desired enhancements for each functional area system environment and opportunities to address each issue
- Current state and future state process maps developed in prior steps

- Identification and quantification of process improvement savings, where possible

Deliverable: Recommendation report - draft

## 5. Finalize and present recommendation report

---

After we have prepared the draft Recommendation Report, we will provide the County administration and County project manager with a draft copy of the report for their review. We will then formally present the findings and recommendations in person.

Deliverable: Recommendation report - final

### Phase 3: Specification Development for ERP Solution

**Phase objective and summary of activities.** The purpose of this phase is to develop a Request for Proposal (RFP) document that completely and accurately reflects the County’s needs for a new ERP Solution as well as guide the County through the selection and contract negotiations. The major activities to be performed are as follows:

- Develop and prioritize functional and technical requirements
- Define vendor selection criteria and weighting factors to evaluate vendor responses
- Define a decision-making process that will be used to guide the evaluation and ultimate decision on a selected vendor
- Develop a Request for Proposal (RFP) that will be distributed to providers of ERP software and services
- Prepare a distribution list of potential ERP software vendors and system integrators
- Coordinate, plan and lead a pre-proposal meeting
- Assist the County in responding to vendor questions and developing associated addenda that are received at the pre-proposal meeting and through email
- Assist in the preparation of evaluation activities
- Provide guidance in the development of demonstration and oral presentation materials
- Analyze proposals and determine semi-finalist vendors
- Conduct additional fact-finding activities based on information obtained during the procurement process (i.e., vendor demonstrations, reference checking, site visits, etc.)
- Conclude on selected vendor
- Negotiate contract and Statement of Work (SOW) with selected vendor

Measurable objective	Deliverables/milestones
Request for Proposal (RFP) document that reflects the needs of the County	<ul style="list-style-type: none"> <li>• Functional and technical requirements</li> <li>• Solution selection criteria and weighing factors</li> <li>• Decision-making process</li> </ul>
Vendor is selected based on a consensus decision	<ul style="list-style-type: none"> <li>• Request for proposal (RFP)</li> <li>• Proposal distribution list</li> </ul>



- Pre-proposal meeting and associated materials
- Vendor questions and County responses
- Evaluation team training
- Demonstration scripts
- Demonstration agenda
- Demonstration feedback form
- Proposal analysis
- Proposal scoring and associated vendor shortlist
- Vendor demonstration feedback
- Reference checking feedback
- Additional vendor questions and responses
- Finalist vendor
- Negotiated contract and statement of work (sow)

## 1. Develop functional and technical requirements

As a basis for the development of software requirements, we will leverage existing best practice software and technical requirements that we have developed for government clients with similar size/complexity along with critical and unique requirements and interfaces that were defined in previous work steps. These requirements, when combined with the County's unique requirements, will form the basis of the County's technical and functional requirements (both current and future state requirements).

The requirements will then be distributed to the County departments involved in the interview process for review and feedback. Several cross-functional requirement meetings will be held to collect feedback/edits from the departments via web meeting. Final edits, additions, and deletions to the requirements will be incorporated for use in the RFP. This activity ensures that feedback is continually sought from the users and entrenches their engagement in the process.

Vendors will be asked to review the requirement forms in the RFP and respond accordingly. The vendors' responses will be entered under the Availability column on the forms as follows:

- Y If requirement/report is available as a standard feature of the software
- R If functionality is available through reports, generated using proposed Reporting Tools.
- M If functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface, that may have an impact on future upgradability.
- F If functionality is not available now, but will be available in a future release of the software within 1 year
- N If functionality is not available

A Cost column on the form will be used for "M" or "F" responses to estimate the cost to be incurred by the County to secure the requirement/report. A Priority column will include one of the following entries to indicate the importance of the requirement/report to the County:

E Essential D Desired O Optional

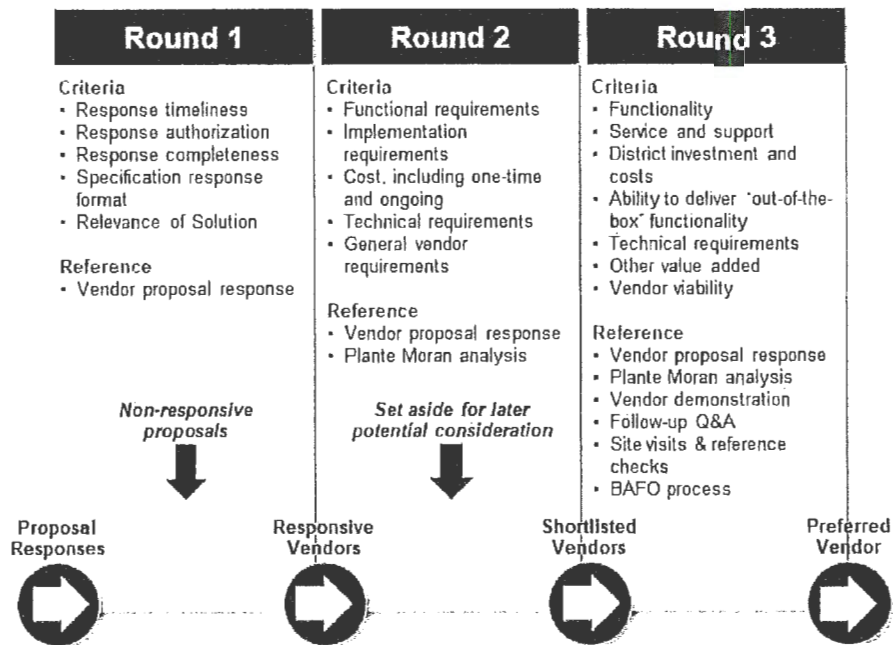
The following provides a view as to a section of the format of the General and Technical requirements that is also used as the format for the remaining functional requirements and will be the basis for the subsequent requirements traceability matrix.

Functional Requirements		Desired		Optional	
Requirement ID	Description	Priority	Weight	Category	Comments
1	Ability to provide online technical support for the final software product.	II		N/A	
2	Ability to provide an online tutorial to assist user self-assessment.	II		N/A	
3	Ability to provide all vendor supplied software that is accompanied by complete documentation to enable user self-assessment and understanding of the overall system and operating procedures.	II		N/A	
4	Ability to provide a help system that does not change between versions. These documents must be written in a format that is easily accessible by the user. The format of the help system must be conducive to analyzing and changes affect the system.	II		N/A	
5	Help System				
6	Ability to provide an e-mail system with complete functionality and help documentation.	II		N/A	
7	Ability to provide an e-mail system with complete functionality and help documentation.	II		N/A	
8	Ability to provide a help system that does not change between versions. These documents must be written in a format that is easily accessible by the user. The format of the help system must be conducive to analyzing and changes affect the system.	II		N/A	
9	Ability to provide a help system that does not change between versions. These documents must be written in a format that is easily accessible by the user. The format of the help system must be conducive to analyzing and changes affect the system.	II		N/A	

Deliverable: Functional and technical requirements

## 2. Develop solution selection criteria and define decision-making process

Our selection approach will enable the County to identify the overall finalist, in conjunction with other due diligence tasks (i.e., reference checks, site visits, and successful contract negotiations). Before proceeding with release of the RFP, the Steering Committee should meet to delineate the selection criteria and weighting factors to use to analyze Request for Proposal (RFP) responses and additional analysis for the finalist vendors. The following list illustrates sample criteria and weighting factors we use to select software solutions for government clients. We will work with the Steering Committee to define criteria appropriate to the circumstances and environment of the County. The list also explains how the ranking of RFP responses occurs:



**Criterion: Software specification compliance**

- Response weightings (see section Develop ERP Software Specifications below for further detail) are used to calculate an overall weighted specification compliance percentage for each specification / application module sub-section
- Relative weightings of specification / application module sub-sections in comparison to one another are used to calculate an overall weighted specification compliance percentage for the entire software solution
- Compare compliance percentages of each vendor

**Criterion: Vendor background questionnaire responses**

- Various point scores assigned to each question and a total score is calculated
- Compare point scores of each vendor

**Criterion: Costs**

- One-time and on-going support costs are tallied
- On premise vs. hosted costs are compared
- Summarized costs of each vendor are compared

**Criterion: Professional Services Contract Compliance**

- Various point scores assigned to each clause and a total score is calculated
- Compare point scores of each vendor

**Criterion: Implementation Schedule Compliance**

- Various point scores assigned to each due date and a total score is calculated
- Compare point scores with other vendors' scores



We typically use a tiered process in which to reach the finalist decision. For example, the County may wish to specify minimum criteria that all responding vendors are required to meet in order for their bid response to be considered (e.g., minimum population size of municipality with installation of the current version of their software, bid response does not exceed a particular dollar figure, etc.). For those vendors meeting the initial criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response. The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors. For the finalist vendors, a more comprehensive scoring process will be used that is based on the following sources of information:

- Vendor RFP response
- Vendor demonstration(s)
- Reference checking with comparable sites
- Potential site visits
- Other due diligence activities (e.g., vendor research, knowledge of vendor in marketplace as noted by other clients or industry analysts)

Categories of criteria and sub-criteria are established along with weightings to conduct an unbiased scoring of the finalist vendors. Scoring of the finalist vendors can be conducted in a group setting with all members of the Project Steering Committee developing a single score or conducted individually by members of the selection who will score vendors in areas that they have comfort in scoring. There may be situations in which certain members of the Project Steering Committee may not be comfortable with scoring a vendor’s solution (e.g., technical infrastructure in which they do not have knowledge or expertise in that area). The following categories of criteria and relative rankings can be used as a typical example:

- |                               |                    |
|-------------------------------|--------------------|
| – General Vendor<br>30%       | – Other Vendor 15% |
| – Functional Requirements 35% | – Cost 5%          |
| – Technical Requirements 15%  |                    |

An excel template we have used on many client assignments will be used to record the above scores and calculations, allowing for a numerical ranking of the proposed solutions to be calculated. We feel it is important to establish this scoring prior to release of the RFP such that it removes as much bias as possible from the selection process. Additionally, we will normally describe the detailed evaluation process in the RFP itself such that the vendors understand how their solution is being evaluated.

**Deliverable:** Solution selection criteria and weighting factors; Decision-making process

### 3. Develop request for proposal (RFP)

---

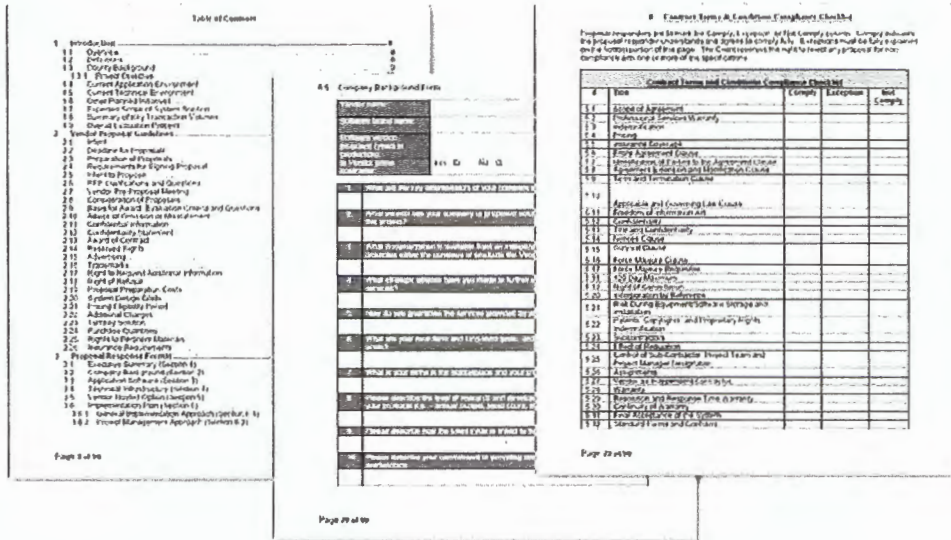
Our team has developed a detailed RFP specifically designed for large ERP governmental system procurement projects that can be leveraged, or we can utilize the County’s desired template. During the early stages of developing the RFP document, we will review our RFP Checklist with County procurement that has been developed over the last several years that

covers various aspects of the client's procurement process such that we understand the nuances of the procurement process and, more specifically, elements of the RFP document itself. As such, we expect to have on-going dialogue with the County's procurement function throughout this phase of the project versus having a specific work session with County procurement to review the draft RFP. The RFP will be tailored to the County's unique requirements based on the project activities performed, but is minimally expected to include the following:

- Background information on the County and the scope of the project, including:
  - Current environment and technology standards
  - Operating volumes
  - Other planned, related County initiatives
  - Interfaces required
- A discussion of the timeline and approach being taken by the County to select a finalist software solution, including:
  - Intent
  - Selection criteria
  - Timeline
- Guidelines for ERP software and implementation vendors to submit proposals:
  - Proposal response format
  - Details of Implementation services requested
  - Project Management
  - System and operational procedure development
  - Hardware and software installation
  - Data conversion
  - Report development
  - Integration and interface development
  - Training for implementation team and end users
  - Documentation development
  - Process redesign
  - Ongoing support and maintenance services
  - County contractual terms and conditions
  - Minimum and recommended hardware (if necessary)
  - Software specifications
- Various forms for the vendors to complete and return, including:
  - Software and Technical Specifications
  - Vendor Background Questionnaire
  - Pricing Summary

- o Reference Forms
- o Attachments as appropriate

The following illustrates excerpts from a sample request for proposals. It highlights our forms-based approach for ease of evaluation as well as our terms and conditions compliance checklist.



Deliverable: Request for proposal (RFP)

#### 4. Prepare proposal distribution list

Our team will provide the RFP to the County for review and feedback. We will incorporate all feedback and necessary revisions before the County approves, finalizes and distributes all RFP contents. During this activity, we will provide consultation to the County's project manager and selection committee regarding the ERP marketplace and appropriate distribution protocols including advertising, bid services, and other methods to solicit responses.

Deliverable: Proposal distribution list

#### 5. Prepare for and facilitate pre-proposal meeting

Based on County procurement guidelines, we will assist in the planning for and conducting of a vendor pre-proposal meeting to communicate the intent of the County's RFP. Logistics associated with the pre-proposal meeting will be provided in the RFP document. We would anticipate preparing a presentation that summarizes the RFP document and work with the County's procurement function to conduct the meeting itself.

Deliverable: Pre-proposal meeting and associated materials



## 6. Assist in responding to vendor questions

---

We anticipate that the County procurement policy would, as is common with many public sector organizations, require that the County staff be the formal key point of vendor contact for the RFP. As a primary resource in the detailed development of the RFP, we would anticipate, along with the County's PMO team, having one of the most detailed comprehensive understandings of the overall requirements of the joint consultant – the County project team. As such, and in accordance with typical municipal procurement practices for RFPs, we would expect that the County's purchasing staff would act as the first line of vendor communication and interaction for a formal written Q&A and proposal clarification process.

Plante Moran would support this activity by working to draft the responses to the County's compiled list of vendor questions and prepare any RFP Addendum(s). We would develop draft responses based on our understanding of the County's expectations established during prior project activities. We would then work with the County to identify the appropriate County resources for any additional or supplemental, review and clarification. As the draft is completed, the County's PMO and potentially the Project Steering Committee will review the draft responses. Feedback will be captured, and revisions will be made before the document is finalized and distributed by the County purchasing staff either directly or via the bid services based upon methods described in the RFP.

Deliverable: Vendor questions and County responses

## 7. Assist in the preparation of evaluation activities

---

In preparation of receiving Vendor responses to the RFP, we will work with the PMO and the procurement function to finalize logistics of due diligence activities to be performed to include:

- Responsiveness review
- Proposal analysis (technical and price) for initial evaluation and post oral presentation / demonstrations
- Presentation of facts to the various County committees
- Preparation of questions and demonstration scripts for oral presentations
- Participation in oral presentations / process demonstrations
- Lab sessions, if deemed appropriate and needed
- Reference checking
- Any potential site visit(s)
- Preparation of recommendation request to negotiate and any supporting documentation

Each of the above activities will be supported by a set of tools, templates and methods to ensure they are performed in the most efficient and effective manner. We would anticipate conducting training sessions for relevant County staff related to the following activities at the appropriate times in the process:

- Proposal analysis review process

- Demonstration and oral presentation script development process
- Completion of feedback forms during Vendor demonstrations and oral presentations
- Fact finding methodology and approach

Further details on preparation activities for the County in each of these areas are described in subsequent work steps.

Deliverable: Evaluation team training

## 8. Provide guidance in the development of vendor demonstration materials

---

We will provide guidance to the County in the development of demonstration and oral presentation materials that are intended to direct the Vendor demonstrations and presentations towards the needs of the County. There are three general sets of script material that we will work with the County to develop as follows:

- **Process Scripts** that demonstrate the ability of the software to support County business and the Vendor's understanding as to how the needs of the County can be satisfied with the proposed software
- **Technical Scripts** that provides the ability for the County to obtain a deeper understanding of the technical aspects of the Vendor's solution and technologies to be used during system implementation
- **Implementation Services Scripts** that are used to allow responding Vendors to describe the manner in which they will implement the Vendor's solution

These scripts are intended to have the Vendors demonstrate their solution according to the needs and interests of the County. Furthermore, these scripts allow for a more standardized process from which to compare the Vendors. Specifically, we will:

- Provide the County with a baseline set of scripts, drawing on our existing library of scripts and scenarios we have developed through years of experience working with similar entities on ERP system selection engagements
- Provide a training session for the County Module Leads so they can tailor the baseline set of scripts by incorporating unique script requirements and scenarios for each of the functional areas to be demonstrated
- Review and provide feedback on the scripts developed by the County Module Leads
- Deploy rules for break-out lab environments where individuals can ask questions of the system functionality for items that have been demonstrated up to that point
- Deploy rules for a potential overflow of items that have not been fully covered or missed in a demonstration session

These specific activities will result in a final set of requirements, scripts and scenarios for the Vendors to demonstrate. Additionally, we will assist the County in the development of material and training of staff related to Vendor demonstrations and oral presentations activities to include:

- Vendor demonstration agenda

- Vendor demonstration logistics document to be provided to Vendors that outlines the protocol around Vendor demonstrations and oral presentations
- Vendor demonstration script development guidelines that provides guidance to the County on the development of Vendor demonstration scripts
- Vendor demonstration best practices and guidelines that provides guidance on the facilitation of the Vendor demonstration sessions
- Fact-finding forms to provide feedback on Vendor information reviewed during the Vendor demonstrations
- Other demonstration related tools and templates

We would expect that the Demonstration Scripts will be completed prior to receipt of the proposal responses in order to ensure the integrity of the process. An example of a Vendor demonstration script is provided below:

Item #	Module / Task	Factual Conclusion	Factual Basis (Significant factors leading to the factual conclusion)
	<b>Overview</b>		
1	Demonstrate how the system processes the information in the budget planning modules and flows it through the agency budget.		
	<b>I. New FY Budget Planning</b>		
	<b>Budget Item Setup (Back office OMB staff)</b>		
2	Demonstrate setup of budget items by using prior year's actuals as starting base		
3	Demonstrate setup of budget items by using current year's adopted budget as starting base		
4	Demonstrate setup of budget items by using current year's forecast (adopted budget adjusted with applying various factors, eg to adjust for inflation, deflation or any other known factors) as starting base		
5	Demonstrate setup of budget items by using current year's adopted budget and removing one-time incidentals as starting base		
6	Demonstrate setup of budget items by import		
7	Demonstrate setup of personal services budget items		
8	Demonstrate setup of personal services budget items by using "snapshots" of HR payroll data		
9	Demonstrate setup of personal services budget items for anticipated raises, furlough, or changes in benefits		
10	Demonstrate setup of personal services budget items to include vacant positions		
11	Show how to adjust personal services budget items for various addition rates		
	<b>Budget Item refinement (Front office OMB staff)</b>		
12	Demonstrate how to adjust budget items		
13	Show options to adjust budget items in a batch		
14	Show options to add, adjust and remove positions		
15	Show how budget items changes evolved		
16	Show available options to indicate budget item is an "one-time" incident		

Deliverable: Demonstration scripts, Demonstration agenda, Demonstration feedback form

## 9. Conduct proposal analysis activities

Vendors will be instructed to complete the forms in the RFP and return them with their proposals. Proposal responses received will be significantly large documents that will be composed of a number of different sections. Additionally, the ability for a single stakeholder group to conduct an effective evaluation of the entire document will not be possible. As a result, we are proposing the following steps to prepare the County for conducting a thorough review of the proposals:

- We will work with the County to finalize a Proposal Review Section Assignment document that we have used with other clients. This document is a grid that identifies the various sections of the proposal response and who is assigned to conduct a review of each section.
- We will work with the County to finalize the evaluation form that will be used by the proposal reviewers to review their assigned sections of the proposal responses. This form, that has



been used on other similar client engagements, provides the ability to document the following for each Vendor proposal:

- Strengths
  - Concerns
  - General observations and comments
  - Follow-up questions
  - Areas that require review by other reviewers
- We will review with the County the reports that will be generated from our analysis to include:
    - Set of initial reports that will be provided to the appropriate review teams within the first couple of days after the proposals have been received to assist them in their analysis activities related to the Vendor's response to the functional specifications
    - Analysis that will be presented at the initial evaluation meeting
  - We will review and confirm with the County the process in which scoring will be performed by the Selection Committee as part of the initial evaluation meeting.
  - We will review and confirm with the County the logistics for storing the evaluation forms that are being completed by the various review teams.
  - We will review and confirm the steps that the various review teams need to undertake to properly review their assigned sections of the proposals.

Once all of the decisions have been made on the activities to be performed and tools used, we will conduct a meeting with the various County staff who will be involved in the evaluation process to walk through the steps and supporting tools that will be used to evaluate the proposals. At this meeting, we will also review and discuss, at a high-level, subsequent due diligence activities to occur after the initial evaluation meeting to set expectations as to activities that will be performed, their expected level of involvement and timing.

Once the proposals are received, the County will conduct a responsiveness determination prior to disseminating the proposals for review. Only those proposals that have been deemed responsive will be subject to review.

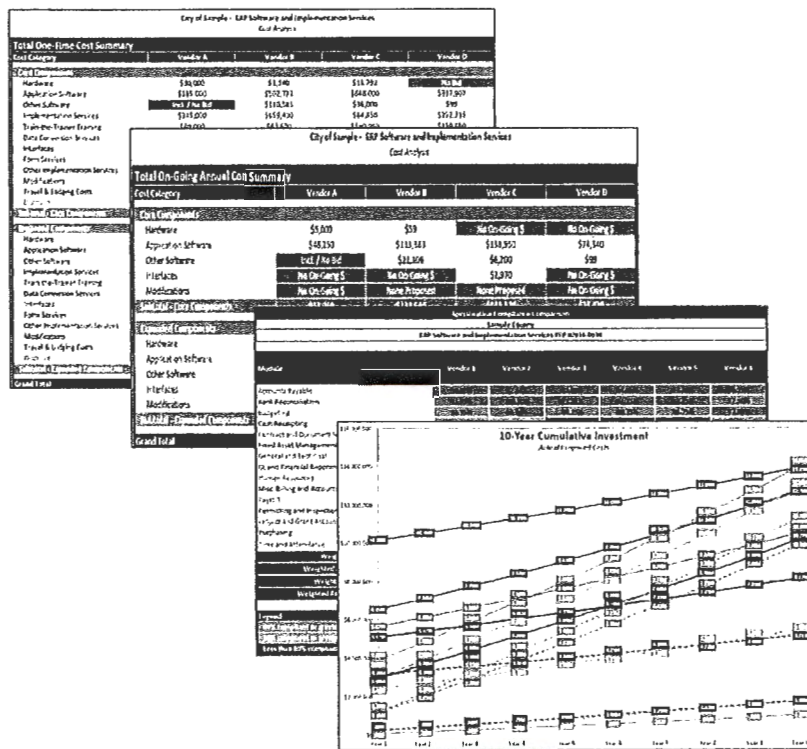
The proposal analysis to be performed is very integrated to the RFP templates that Vendors will use to respond to the RFP. Through a semi-automated process, we will tabulate responses to the application specifications included in Attachment 1 of the RFP. A percent compliance will be calculated and incorporated into a proposal comparison template we have developed. The templates will also allow the County to measure each Vendor on:

- Conformance with the specifications
- Software licensing costs
- Implementation, training, conversion, and modification services costs
- On-going support costs
- Contract terms and implementation schedule compliance

- General background criteria (e.g., number of installations, historical financial performance, number of support staff, platforms supported, etc.)

Fact-finding Information related to the implementation services provided by the Vendors will also be compiled into comparative matrices as well. Although the County will be very specific as to the identification of their needs in the RFP, Vendors will likely have varying assumptions that will directly impact their proposal price. We will conduct an initial pricing analysis to normalize each Vendor's solution to completely satisfy all requirements and needs requested in the County's RFP. During the course of the due diligence process, this pricing analysis will be updated as further clarification of the Vendor's proposals are obtained.

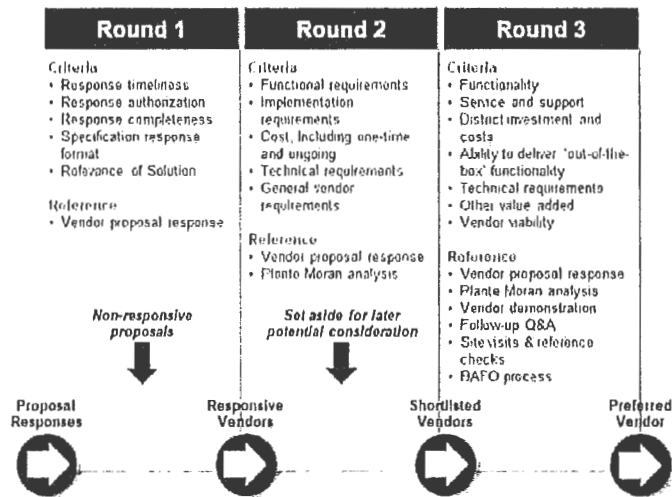
The following illustrates excerpts from a sample proposal analysis. It highlights our proposal analysis tools that aggregate vendor responses related to cost, system specifications, etc. in an easily digestible format for the selection committee to consider during solution. Our analysis is on a per module basis, as well as the level of compliance to the request for proposal the vendor's solution meets.



Deliverable: Proposal analysis

## 10. Conduct proposal analysis and shortlist meeting

The proposal analysis that we will prepare, when combined with the analysis to be performed by the County reviewers, will form the basis of information to be used by the Selection Committee in the proposal analysis and shortlist meeting in which scoring and ranking of the proposals will occur for purposes of determining which Proposers continue on in the evaluation process. We will assist the County in preparing the required documentation and other activities relative to the meeting to include a summary presentation of the Initial Proposal Analysis Report. An example of an overall evaluation flow that we have used with past clients is depicted below.



A pre-configured analysis tool will be used to record the above scores and calculations, allowing for a numerical ranking of the proposed solutions to be calculated. We feel it is important to establish this scoring prior to release of the RFP such that it removes as much bias as possible from the selection process. Additionally, we will describe the detailed evaluation process in the RFP itself such that the vendor's understand how their solution is being evaluated.

A sample of the Round 1 (responsiveness) and Round 2 (i.e., proposal evaluation) scoring matrices are provided below.



Sample round 1 (responsiveness) scoring:

Minimum Criteria	Vendor 1	Vendor 2	Vendor 3
<b>Response Timeliness:</b> RFP response is submitted by the due date and time.			
<b>Response Authorization:</b> The RFP response contains an original signature signed by a company officer on the Proposal Signature Form.			
<b>Compliance With Federal And State Laws:</b> The Offeror shall certify in its Proposal that, as of the Proposal submission date, Offeror is compliant with the American with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989, the prohibition against having scrutinized business operations in Sudan or Iran, and section 6(j) of the Federal Export Administration Act. Offeror further agrees to comply with the Legal Sample Workers Act, as applicable, if selected for award. Finally, Offeror's response shall certify that any agreement resulting from this solicitation will include these requirements.			
<b>City's Standard Master Agreement:</b> The Offeror shall negotiate in good faith with the City to finalize the Master Agreement (Section 4) if selected for award.			
<b>Security Clearance:</b> Offeror shall comply with City's policy on security clearances, which states the City shall have final authority to determine when security clearance of Contractor Personnel (employees, subcontractors, or other agents) is required, as well as to determine the nature of the security clearance, up to and including fingerprinting Contractor Personnel.			
<b>Vendor Budget:</b> The City has established a \$6M budget for the entire project to include all hardware, software and services required to implement the ERP solution. Vendor proposals whose one-time costs exceed \$7.2M for Required Application Software and Required Services as defined in section 1.7 will be deemed as budget-exceeds and will not be considered for further evaluation.			
<b>Warranty:</b> Offeror shall provide a warranty to the City of Sample, which shall commence on the date the City begins using the System for production purposes. Date to be determined with contract. Offerors shall submit detailed descriptions of their software and system warranties.			

Sample round 2 (Proposal scoring):

Round 2 Evaluation Criteria	Weight	Average Scores								Evaluation Source / Selection
		Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7	Vendor 8	
Functional Requirements	25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	System 5: Specifications Module: User's Analysis
Implementation Requirements, Plan and Timeline	20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 3: Application Software Section 4: Implementation Plan
Cost including both one-time and on-going	25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 4: Staffing Plan Section 5: Cost Proposal Consider scope of solution based on modular bid
Technical Requirements	20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 4: Technical Infrastructure Section 5: Vendor Hosted Option (if applicable) Section 8: Ongoing Support Services
General Vendor Requirements	10	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 2: Company Background Section 10: Client References Criteria: Completeness & Quality of proposal response.
	Weighted Average Rank:	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
	Rank:	1	1	1	1	1	1	1	1	

**Scoring Definition:**  
 (1) Overall best value (1-100)  
 (2) Most likely to be selected  
 (3) Not selected  
 (4) Score 0 means no response  
 (5) Add 's' per 1 criteria that can't be scored

**Round 2 - Summary**

Deliverable: Proposal scoring and associated vendor shortlist

11. Participate in vendor demonstration activities

We would anticipate that Vendor demonstrations will be held at the County and should include a cross-section of staff from the County. We will work with the County to assist in management of the demonstrations and presentations by providing logistics advice, tools, agendas and demonstration scripts as well as training for staff that will participate in the Vendor demonstrations and conduct demonstration scoring. Much of the planning activities will occur while the RFP is out for review such that the County can be expedient on executing Vendor demonstration activities subsequent to the initial evaluation meeting. Activities that will occur relative to Vendor demonstrations and oral presentations are as follows:

### Planning activities:

- Many decisions will be discussed with the County relative to the demonstration agenda to include:
  - Amount of time for each session
  - Anticipated County attendees at each session
  - Identification of who will be able to "score" the demonstrations
  - Whether multiple sessions can be running at one time
  - Identification of particular Vendor staff that will be required to attend the demonstration sessions (e.g., Project Manager, key leads in each of the areas)
  - Logistical requirements for the demonstration areas (i.e., Internet access, phone access, projection unit, etc.)
  - Consideration of lab environments for County staff to use for follow-up questions
  - Consideration of session overflow in case demonstration sessions are not completed in the allotted time
  - Determination of interviewing the key Vendor leads themselves by a select group of County staff
  - Other items
- We will work with the County to discuss the logistics of managing the demonstrations themselves to include:
  - Facilitation guidelines that are documented on a Vendor Demonstration Session Best Practices and Guidelines tool we have used with past clients
  - Coordination with Vendors on session set-up
  - Provision of feedback forms to staff attending the demonstrations that will be based on the developed demonstration scripts
  - Collection of feedback forms and compiling the results
  - Debrief discussions to discuss any methods for improving the management of the demonstration session themselves
  - Securing the necessary conference rooms and meeting areas based on the number of anticipated attendees and the likely timeframe for the demonstration sessions
- We would anticipate working with the County Project Manager and County Purchasing to initiate contact with the Vendors to determine proposed demonstration dates. Certain decisions related to Vendor demonstration timing will be discussed in advance of these calls as follows:
  - Will preference of demonstration order be provided to the Vendor that scored the most points as part of the initial evaluation
  - Will provision of demonstration scripts to each Vendor be provided such that each Vendor has the same amount of time in order to prepare for the demonstration session

- Once Vendor demonstration timing and order has been determined as well as finalization of other critical decisions that are important to the Vendors as part of the demonstration activities, that information will be compiled into a Vendor Demonstration Logistics document that will be provided to each of the Vendors that provides guidance on how the demonstrations will be executed. Additionally, we will provide the finalized agenda and demonstration scripts for Vendors to use in preparing for their session. It is likely that there will be dialogue with the Vendors in terms of the documents that we provide, and we will work with the Vendor and County in discussing. Additionally, we would anticipate that the County would ensure that the necessary demonstration and lab areas have are secured and scheduled.
- We would anticipate conducting a training session in advance of the first demonstration session with those individuals that will be scoring the sessions to:
  - Review and discuss how to complete the demonstration feedback form
  - Discuss the logistics of the how the sessions will be conducted
  - Discuss how the results of the demonstration sessions will be compiled and used in the evaluation process

**Demonstration and presentation activities:**

- We will participate in demonstrations and oral presentation sessions

**Demonstration debrief:**

- At the conclusion of each Vendor demonstration we will conduct the following items:
- We will debrief with the team leads to discuss the results of that Vendor session. The anticipated outcomes of this meeting would be as follows:
  - Have a compiled set of follow-up questions for the Vendor.
  - Identification of any major concerns or gaps that may require follow-up questions or a follow-up demonstration.

We then distribute follow-up questions to the Vendor by County Purchasing with the responses to these questions distributed back to the teams for review.

**Deliverable:** Vendor demonstration feedback

## 12. Assist in reference checking and site visit activities

---

In addition to Vendor demonstrations, we would anticipate that the County would conduct reference checking and potential site visits. Our anticipated assistance to the County would be as follows:

- We will work with the County to determine what areas of reference checking should be performed that may include the following areas of each Vendor solution:
  - Software
  - Technical
  - Hosting

- Staffing (e.g., leads, project manager)
- Based on the Vendor’s proposed response, we will review their proposed references and determine if they are appropriate or whether additional references are required.
- We would anticipate that, based on County procedure, a single County individual would provide the initial contact to the reference site to indicate that they would like to have other County staff contact their peers at that site who had been identified by the Vendor as a reference.
- We would work with the County to modify existing reference checking forms that we have developed for other clients and use these as the basis for collecting reference checking from peer organizations.
- We would anticipate that these forms would be provided to the reference site in advance of the reference check and that County staff would conduct the reference call themselves with the results compiled on these forms.
- We would anticipate that a debrief session would be performed with all leads at the conclusion of each reference check to discuss the results.
- Similar to reference checking activities, the County may conclude to conduct site visits either to the reference site and/or potentially to the Vendor themselves. The process for executing these activities would be somewhat similar to the reference checking activities to be performed.

Deliverable: Reference checking feedback

### 13. Conduct additional fact-finding activities

---

In addition to vendor demonstrations, there are a number of fact-finding activities that the County can undertake either independently or with Plante Moran’s assistance, to conduct additional due diligence on the finalist vendors including:

- We will provide forms to the County for reference checking to assess how well others have adapted the semifinalists’ systems to their needs and identify issues to address during contract negotiations. We have found that having the County staff contact their peers at the reference sites results in more productive and informative conversations. As such, we will oversee the reference checking and site visit process, but not perform the checking ourselves.
- We will provide forms to the County if the County staff wishes to conduct site visits to comparably sized and complex installations to review the installation of the vendor’s software. We can provide the County with detailed checklists of issues and items to discuss and score during the site visits. Note that as a result of the demonstrations, it may be possible to eliminate one of the vendors, thereby reducing the number of site visits required.
- We will assist in drafting up follow-up questions to be provided to the finalist Proposers to clarify information provided in their RFP and on-site presentations.

The County may conclude to perform other additional due diligence, as necessary to evaluate and consider the value of specific components of the vendor proposals.

Deliverable: Additional vendor questions and responses



## 14. Assist in the selection of a preferred vendor

---

In our experience, due diligence activities conducted after vendors have responded to an RFP provide further understanding for the client as to what is being offered by the software vendors as well further understanding by software vendors as to the needs of the client. We would propose that the semi-finalist vendors be requested to provide a clarification response to their original RFP to address specific questions that the County has related to their solution to include a final cost proposal.

Together, based on the activities performed and material collected to date, we will review and discuss the semi-finalist vendors overall solution and facilitate one meeting with the Selection Committee to proceed forward with making a decision on a finalist vendor using the decision-making process developed previously. At the County's request, we will develop a synopsis of the entire system selection process.

Deliverable: Finalist vendor, System selection synopsis

## 15. Negotiate contract and statement of work (SOW)

---

We will review the license and support agreements provided by the primary finalist vendor and propose recommended changes to the contract. We will participate with the County in planning the negotiations with the primary finalist vendor. Contractual terms, conditions and costs will be reviewed with the goal in mind of recommending contract language changes designed to protect the County's long-term interests. A draft of the final license and support agreements will be presented to the County's legal counsel for their review.

Terms and conditions relating to term and termination of the agreements, purchase and support costs, caps on price increases, recourse for non-performance by the vendor, software acceptance criteria, rights to the source code if vendor declares bankruptcy, warranties and incorporation of the vendor's response to the RFP, governing law, insurance coverage requirements, rights to major new releases, payment terms tied to major deliverables, controls over expenses, development of an implementation plan, on-going support criteria, etc., will be reviewed. The County will conduct vendor negotiations and make all management decisions.

During this activity, based on funding availability and preferences, the County will determine and conclude on the specific scope of software, services and optional items, which it will purchase from the finalist vendor(s). As part of this activity, we will participate in the development of the Statement of Work (SOW) with the selected Solution Provider(s).

Deliverable: Negotiated contract(s) and statement of work(s)

## Phase 4: ERP Solution Implementation Assistance (Optional)

**Phase objective and summary of activities.** The purpose of this phase is to provide implementation management assistance activities associated with the deployment of the selected ERP solution. The major activities to be performed are as follows:

- Conduct project initiation and implementation planning activities
- Conduct project execution and controlling activities
- Conduct project closing and post-implementation support activities

Measurable objective	Deliverables/milestones
Conduct Implementation Management Activities	• See various deliverables incorporated into the activity tables below.

The approach to providing these services includes a combination of real-time review and involvement as well as an on-going audit function. Plante Moran staff will be involved in discussions relative to key decisions centered on how the project will be organized and managed versus performing an after-the-fact audit. In addition, Plante Moran will focus activities on prevention versus detection in providing these services.

The following is a high-level list of activities and deliverables that we may provide to the County during the implementation phase. We expect to discuss details of implementation services at the completion of phase 2 of the project.

Activities	Deliverables
3.1 Project initiation and implementation planning support services	<ul style="list-style-type: none"> <li>• Project organizational chart</li> <li>• Roles and responsibilities (R&amp;R) matrix</li> <li>• Project charter</li> <li>• Scope statement</li> <li>• Implementation lessons learned</li> <li>• Client success characteristics</li> <li>• Project issues, risks, decisions tracking log</li> <li>• Stakeholder communications plan</li> </ul>
3.2 Project execution and control support services	<ul style="list-style-type: none"> <li>• Project management plan</li> <li>• Review of vendor WBS</li> <li>• Project schedule mgt plan</li> <li>• Project timeline</li> <li>• Project deliverables tracking</li> <li>• Stakeholder R&amp;R matrix</li> <li>• Budget monitoring tool</li> <li>• Project change control procedures</li> <li>• Application and service tracking</li> <li>• Client deployment process</li> <li>• Meeting minutes</li> <li>• Process diagram and procedure updates</li> <li>• Implementation vendor invoice reviews</li> <li>• Data conversion maps and analytics strategies</li> <li>• Transition strategy / go-live checklist</li> </ul>
3.3 Project closing/post implementation support	<ul style="list-style-type: none"> <li>• Defined hardware, applications, and database configuration environment reviews</li> <li>• Project status reports</li> <li>• Updates to communications, schedule, risks, decision logs/plans</li> <li>• Training curriculum reviews</li> <li>• Training materials</li> <li>• Application unit testing / test scripts</li> <li>• Post-implementation plan/roadmap</li> <li>• Transition plan</li> <li>• Post-implementation process, system audit</li> <li>• Ongoing system support procedures</li> <li>• Year-end cutover checklist</li> <li>• Lessons learned documentation</li> </ul>

### Sample - Issues and Action Items Log

ERP Implementation Project's Issues and Action Items Log											
Issue and Action Item Summary			Status by Team Member				Status Summary		Summary of Critical Next Steps		
Team	Issue Member	Open	In Progress	Pending	Closed	Late	Total				
HR	HR #1	0	0	0	11	0	11		<ul style="list-style-type: none"> <li>1. Work on properly inputting data into the system</li> <li>2. Complete the data entry process</li> <li>3. Complete the data entry process</li> <li>4. Complete the data entry process</li> <li>5. Complete the data entry process</li> <li>6. Complete the data entry process</li> </ul>		
HR	HR #2	0	0	0	11	0	11				
HR	HR #3	0	0	0	11	0	11				
HR	HR #4	0	0	0	11	0	11				
HR	HR #5	0	0	0	11	0	11				
HR	HR #6	0	0	0	11	0	11				
HR	HR #7	0	0	0	11	0	11				
HR	HR #8	0	0	0	11	0	11				
HR	HR #9	0	0	0	11	0	11				
HR	HR #10	0	0	0	11	0	11				
HR	HR #11	0	0	0	11	0	11				
HR	HR #12	0	0	0	11	0	11				
HR	HR #13	0	0	0	11	0	11				
HR	HR #14	0	0	0	11	0	11				
HR	HR #15	0	0	0	11	0	11				
<b>Total</b>		<b>0</b>	<b>0</b>	<b>0</b>	<b>157</b>	<b>15</b>	<b>167</b>				

Item #	Item/Action Item	Priority	Assigned To	Team	Date Reported	Due Date	Next Steps / Progress	Actual Completion Date	Status	Rate?	Resolution Description
112	Need to come to with a process for handling the data that is in the system	Low	Tracy	HR	1/1/2011	11/1/2011	Process the data that is in the system and process it into the system		Open		
119	Re-assign the customer budget to the HR team	Low	Tracy	HR	1/1/2011	11/1/2011			Open		
117	Set up Contra Accounts and I/A's GL. Set up the Fund Balance accounts	Medium	Tracy	GL	1/1/2011	10/1/2011	Set up the Contra Accounts and I/A's GL. Set up the Fund Balance accounts		Open		
122	Empire of the process master	Medium	Tracy	GL	1/1/2011	11/1/2011	Empire of the process master		Open		

### Sample - Vendor Payment Tracking Schedule

Module	Reference	Description/Notes	Total Cost	Acceptance of Specification (50%)				Acceptance of Implementation (50%)				
				Invoice Date	Invoice #	Invoice Amt.	Amount Approved	Invoice Date	Invoice #	Invoice Amt.	Amount Approved	
<b>Round 1 - Modifications</b>				<b>\$28,500</b>								
GL	Bank Rec #1	Auto match daily debits and credits	\$3,000	6/26/09	132073	\$3,000	\$3,000					
PURCH	Procurement #1	Attach files in VSS	\$0	Not required since Purchasing 3rd Party Software								
PURCH	Procurement #2	Auto renewal of contracts	\$0	Removed per Vendor Amendment #7								
PURCH	Procurement #3	Electronic solicitations	\$0	See Procurement #4 - part of that								
PURCH	Procurement #4	5-digit NIGP support (3rd Party Vendor)	\$5,000	9/12/08	136330	\$5,000	\$5,000					
PURCH	Procurement #5	Auto assignment of priority codes on reqs	\$0	Removed per Vendor Amendment #5								
PURCH	Procurement #6	Bid Tabulation (3rd Party Vendor)	\$0	COMPLETE								
PURCH	Procurement #7	Email addresses for sourcing vendors (3rd Party Vendor)	\$3,600	9/12/08	136330	\$3,600	\$3,600					
PURCH	Procurement #8	Contract Management award Integration	\$15,000	9/12/08	136330	\$7,000	\$7,000					
<b>Round 2 - Modifications</b>				<b>\$11,000</b>								
BILLING	Billing #1	Additional charge codes for Invoices lines	\$0	Removed per Vendor Amendment #7								
BUDGET	Budget #1	Move detail between accounts	\$0	COMPLETE								
BUDGET	Budget #2	Schedule reports to be emailed	\$0	Removed per Vendor Amendment #9								
CR	Cash Receipts #1	Check Image Capture	\$0	COMPLETE								
CR	Cash Receipts #2	Cash Denomination Validation	\$6,000	3/30/2009	148096	\$3,000	\$3,000	6/27/2009	152003	\$3,000	\$3,000	
CR	Cash Receipts #3	Remote deposit capture	\$0	COMPLETE								
FA	Fixed Assets #1	Red Flag Warning	\$0	COMPLETE								
GL	GL #1	Favorite GL Fund	\$0	Removed per Vendor Amendment #8								
HR	HR #3	Change bank enrollment	\$0	COMPLETE								
HR	HR #7	Authenticate ESS using AD	\$0	COMPLETE								



# Sample – Status Report

Sample County ERP Implementation Project Status Report	
Period	August 1, 2014 through August 31, 2014
Preparer	Scott Eller – Plante Moran 3PA Project Director

Key Project Contacts	Key Task Dates
<b>Sample County Project Team – Project Management Office (PMO)</b> Chief Information Officer (CIO) Program Director Business Integration Director Technical Director	<b>Rollout 1</b> Notice to Proceed Date 8/4/14 NeoGov Go-Live TBD iNovah Initial Go-Live 5/1/15 Rollout 1 Go-Live 4/1/16
<b>Sierra-Cedar (SCI) Project Leadership Team</b> Delivery Manager Project Manager	<b>Plante Moran Project Leadership Team</b> Project Director Scott Eller Project Manager

Project Dashboard					
Project Level Metrics	Status	Rollout 1 Teams	Status	Rollout 1 Teams	Status
Overall Project Status	●	Accounts Payable	●	Expenses	●
Resource Availability	●	Accounts Receivable and Billing	●	GL/ Chart of Accounts	●
Project Timeline/Schedule	●	Budgetary Controls	●	Grants	●
Project Budget	●	Business Intelligence	●	Projects	●
Risks/Issues	●	Financials	●	Purchasing	●
		Procurement	●	Recruiting	●
		Projects	●		
<b>Project Phases</b>		CAFR Reporting	●	Business Integration	●
Plan & Discover	●	Cashiering	●	Change Management	●
Analyze & Design	●	Contracts (customer)	●	Communications	●
Configure & Develop	●	eProcurement/eSupplier	●	Project Management Office	●
Test & Train	●			Technical	●
Deploy & Optimize	●			User Support/Training	●

● Proceeding  
 ▽ Impacting Project: PMO Mitigating  
 ● Serious Impact to Project: Needs escalation beyond PMO

**General Project Narrative**

Project activities formally kicked off on August 4<sup>th</sup> with the arrival of the SCI Project Manager. During the month of August, activities have been focused on project formation tasks to include on-boarding of County and SCI staff, establishment of the Project SharePoint site, initiation of the change management function, scheduling of initial Project Team training sessions through TransAmerica Training Management (TAM) and establishment of project management procedures, tools and templates. Similar activities are expected to occur in the month of September in addition to launching of the Chart of Accounts design activities. Additionally, relationships and project protocol between the County, SCI and the 3PA have been underway to ensure a smooth flow of communications that will pick up significantly once the project formation activities are complete and the Preview sessions begin. Implementation of the new recruiting software, NEOGOV, which is intended to replace HR Recruiter is on hold due to the County's Job Classification Study and the outstanding hire for Human Resources to manage the NEOGOV implementation. To date, there are no concerns with project progress.

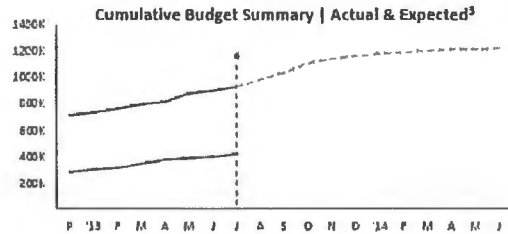


## Sample County ERP Implementation Project Status Report

<b>Period</b>	August 1, 2014 through August 31, 2014
<b>Preparer</b>	Scott Eiler – Plante Moran 3PA Project Director

### Project Budget Status (Sample for illustrative purposes only)

Budget Summary	Excl. Cont. <sup>1</sup>	Overall <sup>2</sup>
● Total Expected <sup>4</sup>	\$806,458	\$1,227,829
● Expected to Date <sup>5</sup>	514,757	986,188
● Actual to Date <sup>6</sup>	421,334	421,334
○ Over/(Under) to Date <sup>7</sup>	(93,422)	(514,798)
↕ Expected To Complete <sup>8</sup>	385,119	806,494
● Revised Total Expected <sup>9</sup>	806,458	1,227,829
○ Contingency / Optional <sup>10</sup>	N/A	421,376

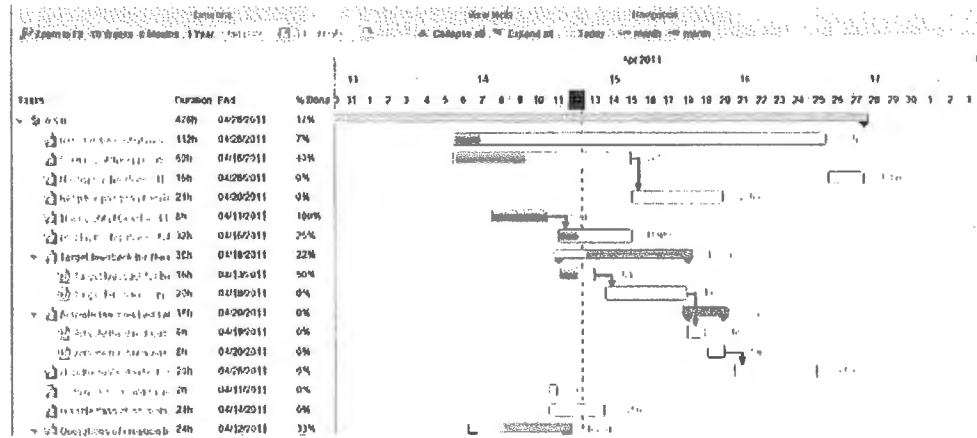


#### Explanation for -\$514,798 Overall Difference to Date

Primary factor for the overall difference is that none of the planned contingency or optional modules have been utilized to date. The -\$100,133 reflected excluding the project contingency is primarily represented by unspent funds for hardware/software, non-invoiced vendor services for Consulting Services and related travel expenses incurred in July, and unutilized vendor service days reserved for end-user training.

### Task Timeline Status (Sample for illustrative purposes only)

- A Rollout 1 plan has been distributed to the County Project Director and 3PA Project Director in draft and is undergoing review. A baseline project plan will be developed over the next 2 – 3 months.



## Sample County ERP Implementation Project Status Report

Period	August 1, 2014 through August 31, 2014
Preparer	Scott Eller – Plante Moran 3PA Project Director

### Significant Milestones Achieved This Period

- **July 31, 2014:** Issued Notice to Proceed (NTP) to SCI for Rollout 1 and Hosting Services.
- **August 4, 2014:** Formally launched the project.
- **August 2014:** Launched the project SharePoint site.

### Significant Milestones Anticipated Next Reporting Period

- **September 3, 2014:** Conduct introduction to PeopleSoft Chart of Accounts Design sessions.
- **September 4, 2014:** Initiate General Ledger and Projects/Grants Chart of Account Design sessions.

### Significant Project Decisions Made This Period

- None

### SCI Deliverables Accepted This Period

- None.

### SCI Deliverables Planned for Next Period

D001 – Project Charter	D014 – Preview Calendar and Agenda
D002 – Project Management Plan	D016 – Interface Inventory
D003 – Quality Management Plan	D017 – Report Inventory
D004 – Technical Charter	D018 – Conversion Inventory
D005 – Project Repository	D019 – Customization Inventory
D006 – Deliverable Approval Matrix	D022 – Master Project Schedule and Assumptions
D009 – Knowledge Transfer Plan	D024 – Initial Environments Installed
D013 – Project Team Training Plan	

### Significant Risks

- None to date.

### Change Order Summary

- None to date.

# Sample – Risk Register

### The LEAP Project | Risk Register

Risk Management is "the process associated with identifying, analyzing and responding to project risk through maximization of positive events and minimizing the consequences of adverse events."

Risk Analysis Scores - Evaluate and score the probability for each risk and its potential impact on the project based on the definitions below:

**1 Probability Definitions**

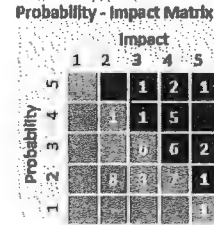
- 5 - Very likely to occur
- 4 - Probably will occur
- 3 - May occur
- 2 - Unlikely to occur
- 1 - Very unlikely to occur

**2 Impact Definitions**

- 5 - Event poses very high cost, schedule, or other failure
- 4 - Event poses major cost, schedule, or other increases
- 3 - Event poses moderate increases, but requirements may still be met
- 2 - Event poses small increases, but requirements may still be met
- 1 - Event has little impact on the project

**3 Risk Response Strategies - Define response strategies which can be categorized as:**

- a. Avoid - Eliminate the cause.
- b. Transfer - Shift or share related consequences with an external organization (e.g. Insurance).
- c. Mitigate - Reduce the probability of occurrence.
- d. Accept - Accept the related consequences.



Risk #	Risk Description	Probability <sup>1</sup>	Impact <sup>2</sup>	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Date Identified	Risk Owner	Team	Response Strategy <sup>3</sup> / Plan (Avoid, Transfer, Mitigate, Accept)	Status
26	The current technical environment does not support requirements of system (including network performance, desktop hardware, operating systems, and internet browser) causing performance and accessibility issues and diverting project resources from other technical implementation tasks.	5	5	25	Technical	City staff are unable to access system and project is delayed until upgrades are completed.	8/18/2013	Void	Tyler	Accept/Mitigate - Evaluate all options and prioritize resolution efforts. Stress test early in the implementation process and perform the Verification Tests on multiple PC configurations.	Closed
27	Frequent unknown technology improvements are identified throughout the project.	5	4	20	Technical	Frequent distractions and requests for additional funding/time to address technology upgrades portray the overall project in poor light amount key City stakeholders and management.	9/15/2013	Void	Tyler	Mitigate. Perform a comprehensive evaluation of the overall technical environment and new system requirements to identify a complete understanding of gaps early in the project.	Priority
28	The Kronos project plan is not able to be aligned with the Munis payroll implementation to support appropriate development of pay codes and interface testing.	5	4	20	Project/Mgmt	The City is unable to develop the appropriate Munis payroll configuration functions due to unknown status of Kronos.	3/28/2014	Void	Tyler	Accept/Mitigate - Escalate Kronos project issues with the Kronos management and ensure proactive communication with the Munis team. Confirm the approach to move forward as soon as possible and develop contingency approach to configure GT tables in Munis.	Closed

RFP No: 23-13; Enterprise Resource Planning Consulting Services  
 Master Contract No: 23-PSA-PLA-17684  
 Exhibit "B" – Fee Schedule

## Professional service fees

We are proposing a not to exceed total fee of \$354,640 for the required services outlined as part of Scope 1 and 2 at a blended hourly rate of \$260/hr inclusive of all travel and incidental expenses. We anticipate billing the County on a monthly basis for services rendered in the prior month. This professional services fee is predicated on the division of roles and responsibilities between the County and Plante Moran staff. The table below includes pricing by proposed work plan phases. All work plan tasks referenced in the RFP are included within the phases below. Fees for optional phases will be negotiated if those services are requested by the County.

Phase / activity	Estimated hrs	Total fees
<b>Base Services:</b>		
Project Management	Included	Included
Phase 1: Business Process Assessment	330	\$ 85,800
Phase 2: Recommendations for Business Process Updates	390	\$101,400
Phase 3 – ERP Selection	644	\$167,440
<b>Sub-Total (Base Services):</b>	<b>1,364</b>	<b>\$354,640</b>
<b>Additional On-Site Travel Costs:</b>		
Kick-Off meeting, management interviews, process owner interviews		\$ 4,000
Second week of current state process mapping		\$ 3,800
Vendor demonstrations		\$ 5,360
<b>Sub-Total (Base Services Additional Travel Costs):</b>		<b>\$13,160</b>
<b>GRAND TOTAL – Base Services</b>	<b>1,364</b>	<b>\$367,800</b>
<b>Optional Services</b>		
ERP Awareness Sessions (Remote)		\$ 1,560/session
Present Recommendation Report (On-Site)		\$ 1,600
Proposal Analysis and Short-List Meeting (On-Site)		\$ 800
Additional Five (5) Business Processes for Current and Future State (On-Site for Current Status Process Mapping)		\$25,600
Proposal Evaluation Beyond Ten (10)		\$ 3,120/proposal
Finalist Vendor Scoring and Ranking Meeting (On-Site)		\$ 800
Additional On-Site Days – 1 Day Trip (travel expenses only)		\$ 800/day
Additional On-Site Days – 1 Week Trip (travel expenses only)		\$ 1,900/week
Phase 4 – Implementation Services	TBD	TBD



## Price proposal assumptions

---

1. Client data and information will be provided to Plante Moran in a reasonable format and timeframe requested.
2. There will be a single draft-to-final process for each deliverable.
3. The County will have 10 working days or other number of days as mutually agreed to in the project schedule to approve or provide comments on all interim, draft, and final deliverables; all resulting delays may affect project schedule and fees.
4. For budgetary purposes, we have assumed 30 business processes will be covered as part of the current and future state sessions. We will work with the County to determine which 30 processes will produce the most value to the County prior to the County scheduling the current state process mapping interviews. If the number of processes exceeds 30, we will include at no cost to the County up to 35 at which point there will be a \$25,600 costs for performing the current and future state process mapping for the additional five (5) business processes. This same concept applies for processes over 35, 40, etc.
5. The ERP Awareness Sessions listed under Optional Services could be of varying types to include:
  - o General ERP Awareness Session given to staff and/or leadership
  - o Process mapping orientation sessions that goes into a deeper level of detail about best practices in conducting process mapping using Lean Six Sigma

We would anticipate 4 hours of preparation and 2 hours for presenting the material per session.

6. Our pricing includes conducting a thorough proposal analysis for up to 10 vendors that have been deemed Responsive based on the County's review of the submitted vendor proposals. For each additional proposal beyond 10, there is an additional cost of \$3,120/proposal to be reviewed.
7. Assuming that four (4) vendors will be shortlisted as a result of the initial scoring and ranking meeting that will occur after an evaluation of the proposals that have been received and deemed Responsive.
8. All project activities progress according to the final accepted, detailed project plan and schedule.
9. The County will assign appropriate qualified staff to key project roles and maintain significant consistency of its resources during all phases of the engagement.
10. The County will assign a project manager for all phases that will work directly with Plante Moran staff.
11. These professional services fixed fee is predicated on the division of roles and responsibilities between the County and Plante Moran.
12. We anticipate billing the County on a monthly basis for services rendered in the prior month based on the percent completion of each Phase for that month.
13. Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
14. Project risks are immediately documented with proactive mitigation strategies.
15. County staff are available for interviews as scheduled by Plante Moran and the County's project manager.
16. The County reserves the right to request on-site activities. The county will be invoiced for travel expenses related to additional on-site work. Any additional on-site work will be performed only in accordance with government regulations as well as Plante Moran' and the County's onsite work policies.
17. Any onsite work will occur between Monday and Thursday, unless otherwise agreed to by the County and Plante Moran.

**CONSULTANT'S FINAL RELEASE AND WAIVER OF LIEN**

<b>Owner:</b> St. Johns County (hereafter "County")	<b>County Department/Division:</b>
<b>Agreement No.:</b>	<b>Consultant Name:</b>
<b>Project:</b>	<b>Consultant Address:</b>
<b>Project Address:</b>	<b>Consultant License No.:</b>
<b>Payment Amount:</b>	<b>Amount of Disputed Claims:</b>

The undersigned has been paid in full for all Services provided to the Project or to the County and does hereby waive and release any notice of lien, any right to mechanic's lien, any bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to a claim or payment rights the undersigned has on the above described Project, except for the payment of Disputed Claims, if any, described below.

The undersigned warrants that he or she either has already paid or will use the monies received from this final payment to promptly pay in full all of its Subconsultants or anyone else acting for, on behalf of, or at the request of Subconsultant for all Services provided for or to the above referenced Project.

Before any recipient of this document relies on it, the recipient should verify evidence of payment to the undersigned.

**Disputed Claims:** The following invoices, pay applications, retention, or extra Services are reserved by undersigned from this final payment (if there are no Disputed Claims enter "None"):

*None*

---



---



---

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Consultant Name

By:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**NOTICE: THIS DOCUMENT WAIVES RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT TO THE EXTENT OF THE PAYMENT AMOUNT OR THE AMOUNT RECEIVED.**