

RESOLUTION NO. 2024 - 97

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO EXECUTE CONTRACT AMENDMENT NO: 04 TO PROFESSIONAL SERVICES AGREEMENT NO: 23-PSA-PLA-17684, WITH PLANTE AND MORAN, PLLC, FOR THE CHART OF ACCOUNTS REDESIGN FOR \$62,920.00.

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, during the project it was determined that the County's Chart of Account requires redesign in order to maximize the effectiveness of the implementation of a new 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 issue and execute Contract Amendment No: 04, increasing Professional Services Agreement No: 23-PSA-PLA-17684, by \$62920.00 for the chart of accounts redesign.

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 5th day of March, 2024.

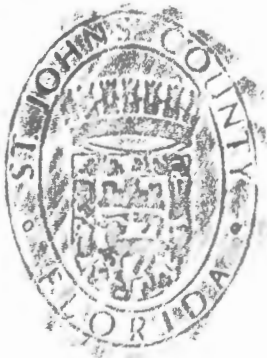
Attest: Brandon J. Patty,
Clerk of Circuit Court & Comptroller

By: Crystal Smith
Deputy Clerk

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

By: Sarah Arnold
Sarah Arnold, Chair

Rendition Date: MAR 08 2024





CONTRACT AMENDMENT NO: 04

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

February 15, 2024

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

Contract Amendment No: 03 is hereby issued to amend the above referenced Master Contract as follows:

1. Add Financial Account Structure Transformation (FAST) consulting services in order to develop a new Chart of Accounts for the County, as provided in the Consultant’s proposal dated 11/28/23.
2. The Contract Price is hereby increased by sixty-two thousand nine hundred twenty dollars (\$62,920.00), which makes the revised Contract Price five hundred thirty-five thousand four hundred sixty dollars (\$535,460.00).

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

Jaimie Locklear, Purchasing Director

Printed Name & Title – County Representative

Signature of Consultant Representative

Date

Printed Name & Title

End of Amendment No: 04



Plante & Moran, PLLC
P.O. Box 307
3000 Town Center, Suite 100
Southfield, MI 48075
Tel: 248.352.2500
Fax: 248.352.0018
plantemoran.com

November 28, 2023

Mr. Tom Tibbits
ERP Systems Architect, ERP Program
St. Johns County Board of County Commissioners
4455 Ave A, Suite 103
St. Augustine, FL 32095

RE: Chart of Accounts (COA) Proposal

Dear Tom:

Plante Moran greatly appreciates the opportunity to be of service in providing Financial Account Structure Transformation (FAST) consulting services to St. Johns County. Plante Moran has provided a brief proposal of these services below for your consideration.

Financial account structure transformation (FAST)

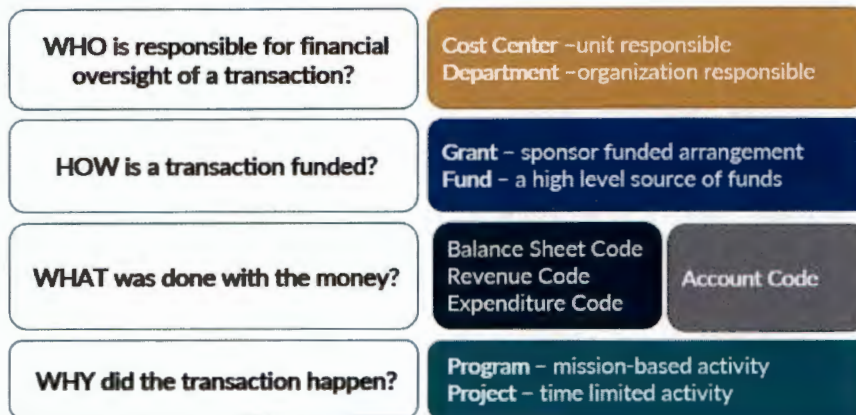
As part of business transformation services, one of our specific service offerings is to review the existing chart of accounts and determine how to transform to the future chart of accounts. The chart of accounts is the foundation of any ERP system and must be aligned properly to take advantage of functionality available in the ERP solution, as well as support standardization and data analytics. We work with our clients to redefine the chart of accounts as the first step in the architect and design stage of the ERP. All COA elements should have clear definitions and use and support the questions governments are typically asked through the data it captures. The diagram below shows some (not all) of the typical ERP elements that can be used to support the COA.

Using our FAST approach, we work on establishing your chart of accounts early in the ERP journey to set the foundation for the transformation of the financial activities. Regardless of the

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solution you select, all will have a very similar accounting structure. For example, in the plan and architect phase all system integration partners will begin with establishing the project management structure and starting to develop the chart of accounts. Our FAST services will align with the activities and deliverables and prepare the state for being ready to address these activities with business transformation in mind.

The COA Elements Answer These Questions:



Without a sound, well thought-out foundational chart of accounts, the ability to take advantage of the features and functions available in a SaaS system, along with establishing standards across the organization, will not succeed.

Chart of Accounts

We understand the importance of a well-designed, flexible, and expandable chart of accounts. The chart of accounts is the foundation of any ERP system, and an outdated or misaligned chart of accounts can result in:

- Inefficiencies – such as manual processing and information analysis
- Limited functionality within the system, driving to storing financial data outside the system
- Frustration on part of the users of the financial information

A well-designed chart of accounts provides the ability to:

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Financial Account Structure Transformation

- Produce the financial statements easily and primary from the ERP solution
- Summarize data from the lowest level to report on financial statements while allowing financial operations to drill down into the detail
- Improve reporting through consistency and reliability of data
- Eliminate manual or stand-alone systems, such as spreadsheets, needed to support the financial data and reporting needs
- Leverage technology to improve business processes, improve integration, and enter data one time
- Increase overall efficiencies across the <organization>

Our approach will assist St. Johns County, in identifying a best of breed chart of accounts structure. We will start with the end in mind. Financial reporting, whether that be ACFR creation, budget to actual reporting, federal reporting, or other operational financial performance reporting, is the heart of a financial system. Starting with the end in mind, we will identify what issues and gaps are necessary to resolve in order to produce reliable financial statements and reports. We will interview the auditing staff, the central reporting staff for the ACFR and other financial reports, then move into the departments for the day-to-day operations and reporting needs. This will assist us in determining what data is not being captured efficiently and consistently and where we need to focus the analysis.

We understand the chart of accounts structure within many ERP solutions and the capabilities that exist to support a streamlined and flexible, yet standard structure. Once we understand the issues with the current structure we will focus on the following:

- Centralized structure, including the budgetary controls
- Decentralized structure, including how the hierarchy supports the centralized structure
- Consistent structure across departments with grants, projects, and other program related COA
- Improving existing COA and cleanup for conversion readiness
- COA model development for future ERP to be included in RFP

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As part of our approach, the analysis will start and end with financial reporting. Our goal and objective will be to improve and streamline the financial reporting for St. Johns County, while improving transaction level processing and daily operations across the departments.

Best practices will also be applied to our analysis as we move on to the design of the new chart of account structure. The following are the high-level best practices that will guide our activities:

- Each segment must be unique
- Account segments, particularly objects, should be intuitive such that ranges are easily recognizable to users and those performing data entry
- Reflects the organizational structure
- Provides for sufficient room for growth and change
- Minimizes the number of “one time” or “department specific” reporting requirements
- Reflects the appropriate amount of detail to meet financial statement user requirements
- Balance sheet reflects segment reporting
- Allows “push of the button” financial statements and reports
- Eliminates the need for shadow systems, such as spreadsheets

Staffing

Plante Moran is excited to work with St. Johns County on this important project. Our approach, our staff and our results will meet the goals and objectives of St. Johns County. Specifically, our staff using our tools and approach are uniquely qualified to successfully complete this project.

Our proposed key staff for the project with St. Johns County is provided below.



Robin Milne, PMP, MBA

Principal
Management Consulting

Summary of experience

Robin has over 25 years' experience assisting clients with various technology related needs specifically devoted to serving governmental clients at the local, MML, and state level. Robin is an enterprise financial, human resource, and administrative management expert. She has developed requirements, conducted alternatives analysis and cost-benefit analysis, performed business process reviews, and has performed detailed system analysis, design, and implementation of local and state governments.

ERP solution lifecycle deployment: Significant experience in managing the entire process of selecting and deploying ERP solutions for governmental clients. This includes conducting needs assessments, cost benefit analysis, defining system requirements, selecting and evaluating potential technology solutions, contract negotiations, statement of work development, business and system design, development, testing, and implementation services.

Selected key clients

- State of Washington
- Miami-Dade MML, FL
- Columbus Regional Transit Authority (CRAA), OH
- Valley Metro, AZ
- State of Wyoming Game and Fish Department
- State of Wyoming
- Outagamie MML, WI
- City of Appleton, WI
- State of Iowa, Department of Transportation
- Hillsborough Area Transit Authority, FL
- Hampton Roads Transit, VA
- State of Illinois, Treasury
- Commonwealth of Virginia Department of Transportation
- Commonwealth of Virginia
- State of New Jersey
- Washington State Department of Transportation
- State of Iowa

Education

Master of Business Administration

William Woods University

Bachelor of Business Administration

Eastern Washington University

Professional training and affiliations

Project Management Institute (PMI)

Project Management Professional (PMP)

Six Sigma Lean Professional (SLLP)

Lean Black Belt Professional (LBBP)

Agile Certified Practitioner (PMP-ACP)

- MML of Monterey, CA
- Kansas City Area Transportation Authority, MO
- State of Oregon Department of Transportation
- State of Oregon
- State of Missouri



Stef Stephenson, CLSSGB, CCMP, PMP

Senior Manager

Management Consulting

Summary of experience

Stef has over 30 years' experience supporting domestic and international clients with various technology and business-related needs specifically devoted to serving governmental clients at the local, County and State level. Stef has expertise in enterprise financial, human resource, and administrative management expert. She has developed requirements, conducted alternatives analysis and cost-benefit analysis, performed business process reviews, and has performed detailed system analysis, design, and implementation of local and state governments.

ERP solution lifecycle deployment: Significant experience in managing the entire process of selecting and deploying ERP solutions for governmental clients. This includes conducting needs assessments, cost benefit analysis, defining system requirements, selecting, and evaluating potential technology solutions, contract negotiations, statement of work development, business and system design, development, testing, and implementation services.

Project management: Significant experience providing leadership in the development and deployment of business applications on a wide

Education

Bachelor of Business Administration

Professional training and affiliations

Change Management Professional (Prosci-CCMP)
Project Management Institute (PMI)
Project Management Professional (PMP)
Lean Six Sigma Green Belt (LSSGB)
Infor Project Manager + CloudSuite Certified

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Financial Account Structure Transformation

Project Manager Practitioner
(University of Colorado)
Prince2 Foundations Certified

variety of hardware and software platforms. Her experience has guided organizational development and positive change efforts in client administrative operations. She has consistently achieved organizational effectiveness by streamlining operations and leading teams and business units to peak performance.

Selected key clients

- Brooklyn Public Libraries, NY
- Central Ohio Transit Authority, IL
- Cuyahoga County, OH
- City of Omaha, NE
- Maryland-National Capital Park and Planning Commission, MD
- City of Las Vegas, NV
- City of Austin, TX
- City of Minneapolis, MN
- City of Portland, OR
- City of Moncton, NB, Canada
- City of Richmond, BC, Canada
- Commonwealth of Massachusetts, MA
- City of New York, NY
- City and County of Denver, CO

Project Roles and Responsibilities

The chart below defines the project roles and responsibilities anticipated for the project.

Task	County Involvement	PM Involvement	Deliverable(s)
Task 1: Project Initiation / Management (On Going)			
1. Project Initiation	<ul style="list-style-type: none"> • Work with PM to meet the team members • Participate in the project kick-off meeting • Schedule the meeting and provide needed equipment 	<ul style="list-style-type: none"> • Work with St. Johns County to prepare a Kick-off meeting • Conduct the kick-off meeting 	Kick off meeting

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Task	County Involvement	PM Involvement	Deliverable(s)
2. Identify Stakeholders and Interviewees	<ul style="list-style-type: none"> Identify stakeholders Discuss roles and responsibilities Approve final interview list 	<ul style="list-style-type: none"> Discuss Stakeholders Document stakeholder and interview list 	Stakeholders and Interviewee List
3. Develop Detailed Project Plan and Schedule	<ul style="list-style-type: none"> Review and approve the project work plan 	<ul style="list-style-type: none"> Develop a draft project work plan that will be updated to a final form based on St. Johns County's feedback Maintain and update the project work plan 	Project Work Plan and Schedule
4. Schedule and Moderate Project Status Meetings	<ul style="list-style-type: none"> Participate in project status meetings 	<ul style="list-style-type: none"> Develop meeting agendas Facilitate project status meetings 	Progress Status Reports
Task 2 Initial Assessment of Current COA Structure			
1. Review Documents	<ul style="list-style-type: none"> Provide documents to PM upon request 	<ul style="list-style-type: none"> Request documents for review from St. Johns County Review requested documents and supporting documents 	Supporting Documents (from St. Johns County)
2. Conduct Interviews	<ul style="list-style-type: none"> Identify select participants to be interviewed Coordinate scheduling of process owner interviews Participants to prepare for interviews by reviewing interview questionnaire and 	<ul style="list-style-type: none"> Provide available time slots in which to schedule process owner interviews Provide questionnaire and request for information to collect to process owners in preparation for the interviews Conduct process owner interviews 	Interview Schedules Interview Results

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Task	County Involvement	PM Involvement	Deliverable(s)
	collecting appropriate documents requested		
3. Create an Issues and Opportunity listing for COA Cleanup	<ul style="list-style-type: none"> Review cleanup activities 	<ul style="list-style-type: none"> Complete the Issues and Opportunity listing for the COA COA spreadsheets 	Issues and Opportunity Matrix COA Spreadsheets
4. Analyze COA	<ul style="list-style-type: none"> Provide current COA elements in spreadsheet form Answer questions from Plante Moran staff 	<ul style="list-style-type: none"> Analyze COA Create crosswalk file 	Crosswalk file
<ul style="list-style-type: none"> Task 3: Develop a Draft COA Model 			
1. Document the COA to-be Structure (COA Model)	<ul style="list-style-type: none"> Review COA model and provide comments 	<ul style="list-style-type: none"> Analysis of the current and future COA Draft COA Model Complete COA model 	Draft COA Model Final COA Model

Proposed Timeline

Milestone/Task	Key Activities	Start Date	End Date
Project Initiation	Team introductions and project kickoff preparation, coordination, and facilitation	1/2/2024	1/12/2024
Identify stakeholders and Interviewees	Identification of stakeholders with discussions on roles and responsibilities and approve final interviewee list	1/8/2024	1/12/2024

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Milestone/Task	Key Activities	Start Date	End Date
Develop Detailed Project Plan and Schedule	Development of the draft project work plan and incorporation of feedback from St. Johns County Consistent maintenance of the project work plan	1/15/2024	1/26/2024
Schedule and moderate project Status Meetings, monitor and control project	Preparation and facilitation of the project status meeting and meeting minutes	1/15/2024	3/15/2024
Collect and review documentation	Request the needed documentation, collect, and review the information and document interview questions	1/15/2024	2/2/2024
Conduct Interviews	Identification of the participants and coordination of the scheduling for the sessions, provide questionnaire for the collection of needed documentation	2/5/2024	2/23/2024
Create an Issues and Opportunity listing for COA Cleanup	Complete the issues and opportunity listing for matrix and the COA spreadsheets	1/15/2024	3/8/2024
Analyze current COA and create crosswalk	Analyze the COA elements in the current system and crosswalk to new model	2/5/2024	3/10/2024
Document the COA future state COA model	Draft, review and finalize the future state COA model	2/5/2024	3/15/2024

Project Fees

We are proposing a not-to-excessive total fee of \$62,920 for the required services outlined at a blended rate of \$260/hr. We anticipate billing the County on a monthly basis for services rendered in the prior month.

Deliverable	Estimated Hours	Total Fees
Project Kick Off	8	\$2,080

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Stakeholders and Interviewee List	4	\$1,040
Project Work Plan and Schedule	4	\$1,040
Progress Status Reports	16	\$4,160
Interview Schedules	8	\$2,080
Interviews	48	\$12,480
Issues and Opportunity Matrix	24	\$6,240
COA Spreadsheets Analysis and Mapping	90	\$23,400
Draft COA Model	24	\$6,240
Final COA Model	16	\$4,160
Total	242	\$62,920

Financial Account Structure Transformation

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 ten 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. All project activities progress according to the final accepted, detailed project plan and schedule.
5. The County will assign appropriate qualified staff to key project roles and maintain significant consistency of its resources during all phases of the engagement.
6. The County will assign a project manager for all phases that will work directly with Plante Moran staff.
7. These professional services fixed fee is predicated on the division of roles and responsibilities between the County and Plante Moran.
8. 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.
9. Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
10. Project risks are immediately documented with proactive mitigation strategies.
11. All activities will be conducted remotely.
12. The County reserves the right to request on-site activities. The County will be invoiced for travel expenses related to any on-site work as defined in the services contract. Any on-site work will be performed only in accordance with government regulations as well as Plante Moran' and the County's onsite work policies.

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PROFESSIONAL SERVICES AGREEMENT
BETWEEN
ST. JOHNS COUNTY AND CONSULTANT

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

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This Professional Services Agreement (hereafter "Agreement") is made as of this 24th day of February, 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@plantemoran.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 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, 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

Plante & Moran, PLLC
3000 Town Center, Suite 100
Southfield, MI 48075
Attn: Scott Eiler, Engagement Partner
Email Address: scott.eiler@plantemor.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

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

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

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

St. Johns County (Seal)
(Typed Name)

By: [Signature]
(Signature of Authorized Representative)

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

Asst. Director, Purchasing & Contracts
(Title)

2/24/2023
(Date of Execution)

Consultant

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

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

E. Scott Eiler
(Printed Name)

Partner
(Title)

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"> • Project kickoff • Project organizational and governance structure • Project charter • Detailed project plan • Project collaboration center • Project issues and action items list • Project meeting minutes

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
Executive Sponsor	Senior Level Business Staff Person	<ul style="list-style-type: none"> • Maintain the project vision • Act as the project champion • Energize the project leadership and teams • Be visibly committed to the project • Provide a strategic perspective when defining the needs for a future ERP and associated processes • Remove project roadblocks • Secure alignment across departments • Coach the project leadership
Project Steering Committee	Senior Level County Staff	<ul style="list-style-type: none"> • 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. • Steer the Project Managers • Address issues presented by the Project Manager • Clear roadblocks that jeopardize project success • Create the conditions to make the Project Managers successful in their role • Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project • Review and provide feedback on the consultant's report • Review and approve release of the ERP RFP documents • Review significant project recommendations (e.g., recommended Vendor solution)

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

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

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 Situation

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 Challenges

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 Objectives

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 Constraints

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/STAKEHOLDERS

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"> • Maintain the project vision • Act as the project champion • Energize the project leadership and teams • Be visibly committed to the project • Provide a strategic perspective when defining the needs for a future ERP and associated processes • Remove project roadblocks • Secure alignment across departments • Coach the project leadership 	Sample – Staff will be identified in actual charter
Project Steering Committee	<ul style="list-style-type: none"> • Steer the Project Managers • Address issues presented by the Project Manager • Clear roadblocks that jeopardize project success • Create the conditions to make the Project Managers successful in their role • Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project • Review and make decisions on project change orders • Review and approve significant project recommendations (e.g., recommended vendor solution) • Work with the Client departments to ensure that all software functional needs have been identified and prioritized (needs, wants) • Conduct scoring of finalist vendor solutions • Recommend preferred vendor solution 	Sample – Staff will be identified in actual charter
Project Selection Committee	<ul style="list-style-type: none"> • Develop proposed vendor selection criteria and weightings • Review and approve release of the ERP RFP documents • Review and provide feedback on vendor proposals • Participate in vendor proposal analysis meeting to determine and recommend finalist vendors 	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	In Progress	Pending Close	Closed	Late*	Total		
City	Ron	0	0	0	4	0	4		
City	Rose	0	0	0	0	0	0		
Tyler	Roger	0	0	0	3	0	3		
Tyler	Penry	0	0	0	3	0	3		
Kronos	Chris	0	0	0	0	0	0		
Advanced	Lotti	0	0	0	0	0	0		
PM	Dennis	0	0	0	0	0	0		
PM	Scott	0	0	0	0	0	0		
Total		0	0	0	5	0	5		

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	Ron	Tyler	8/15/2013		Write up improvements for the City to review		Open		
20	Conduct a demonstration on the CIP Planner.	2 - Med	Scott	Tyler	Tyler	8/22/2013	9/1/2013	City may do a separate RFP.		Open		
41	Document interfaces between CIP Planner and Mutual.	2 - Med	Scott	Tyler	Tyler	9/1/2013		On-hold pending further review.		Open		
47	Determine plans for working with Suggard HILL.	2 - Med	Scott	Ron	City	9/17/2013				Open		
48	Initiate discussions with Tyler about real-time interfaces with Clancy, Verimnet systems and other real-time interface points.	1 - High	Scott	Tyler	City	9/17/2013		Ron to obtain and review the contracts for the third-party vendors.		Open		
50	Resolve whether the citizen/vendor self-service modules will be purchased due to lack of non-compliance with ADA requirements.	1 - High	Scott	Ron	Tyler	9/17/2013		Determine if Tyler will contractually commit to a timeline 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"> • Items to collect list • Application environment assessment • Business process review sessions • Current state process maps

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:**

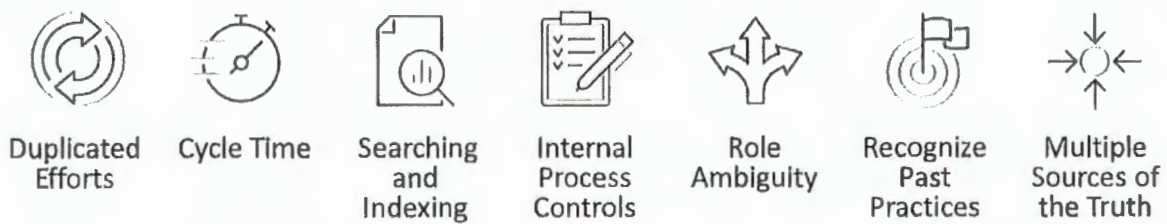
Subsequent to these interview sessions, we will then be prepared to meet collectively with County leadership to determine the business processes that will be mapped in more detail to develop the current state and future staff process flows. We find that these initial interviews with both the process 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:

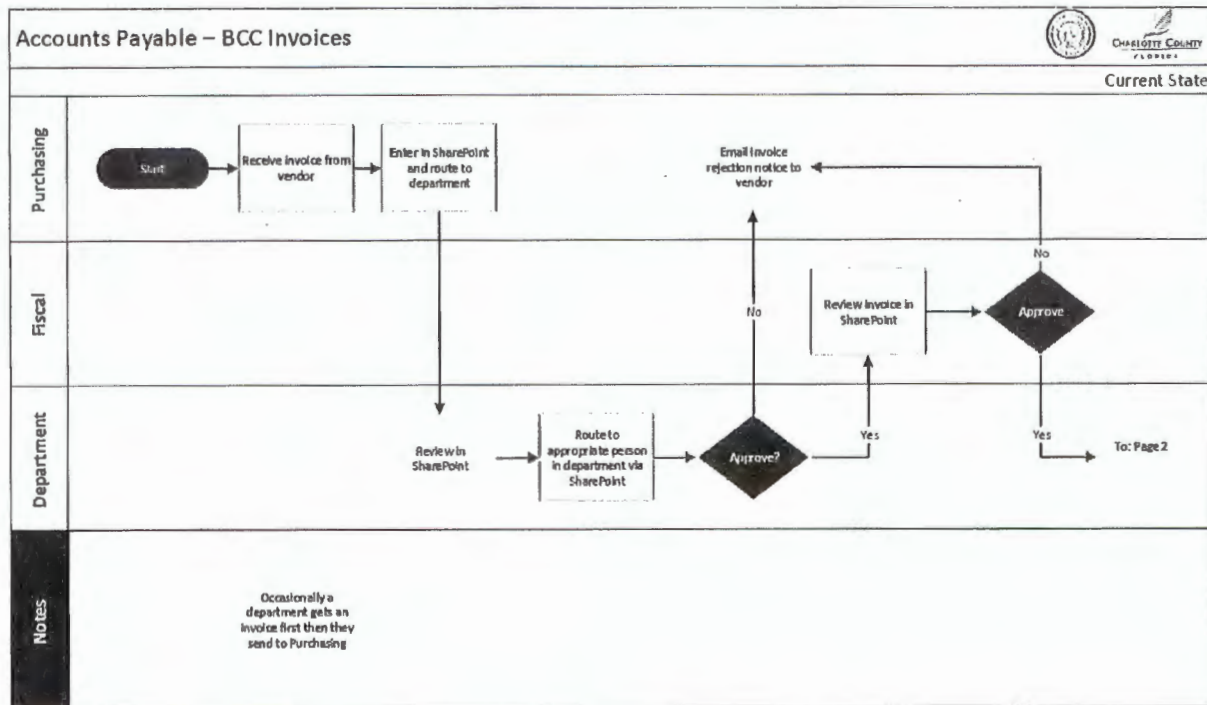
- Finance and Accounting
- Human Resources
- Procurement & Contract Management
- Office of Management & Budget

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"> • Issues and opportunities matrix • Future state process maps • Application migration table • Recommendation Report (draft and final)

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 HTE 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 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 FRP 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 rd 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 rd 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"> • Functional and technical requirements • Solution selection criteria and weighing factors • Decision-making process
Vendor is selected based on a consensus decision	<ul style="list-style-type: none"> • Request for proposal (RFP) • Proposal distribution list

- 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.

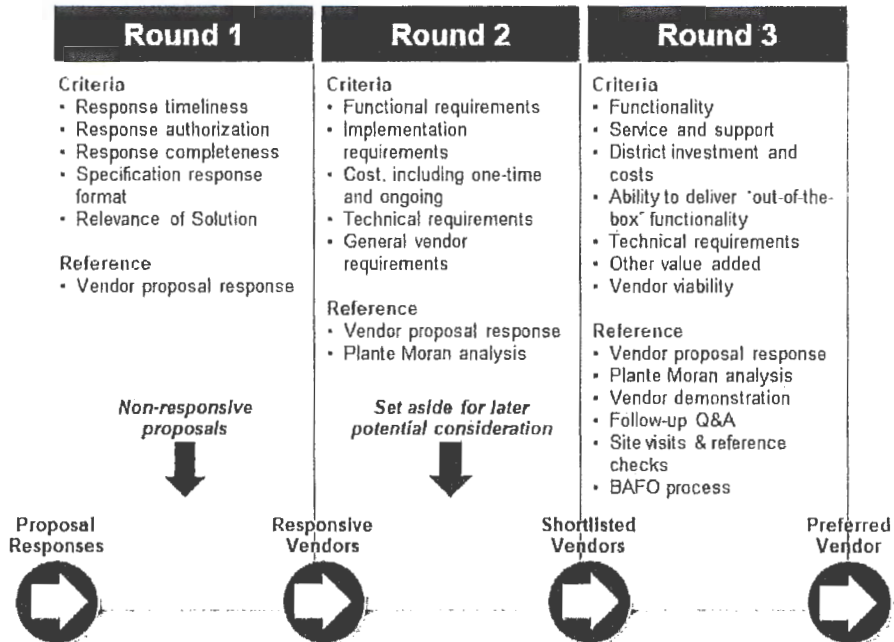
Code	Availability Definition
V	Functionality is provided as a standard feature through the product and is not subject to a time or effort constraint. Such functionality is considered to be an essential requirement. Any other functionality that is not subject to a time or effort constraint is considered to be a desired requirement. Any other functionality that is subject to a time or effort constraint is considered to be an optional requirement.
R	Functionality is provided through a separate product or a separate system.
I	Functionality is provided through a separate product or a separate system, but the vendor is required to provide a separate system or product. The vendor is required to provide a separate system or product that is not subject to a time or effort constraint.
M	Functionality is provided through a separate product or a separate system, but the vendor is required to provide a separate system or product that may have an impact on future supportability.
F	Functionality is provided through a separate product or a separate system, but the vendor is required to provide a separate system or product that may have an impact on future supportability.
N	Functionality is not provided.

17. General and Technical		Replace this text with the primary product name(s) when writing requirements.				
Objective: To ensure that the application operates consistently and to the technical standards of the entity.						
Index	Requirement Description	Priority	Importance	Cost	Estimated Product(s)	Comments
1	Documentation					
2	Ability to provide online software documentation for all software application modules.	H			N/A	
3	Ability to provide an online tutorial to assist users learning the software.	H			N/A	
4	Ability to provide all vendor supplied software that is accompanied by comprehensive documentation to enable comprehensive understanding of all software applications and their interrelationships.	H			N/A	
5	Ability to provide release notes that document all changes between versions. These documents must be written in a fashion that is easily understandable by the end user. The format of the release notes must be conducive to analyzing which changes affect the end user.	H			N/A	
6	Help System					
7	Ability to provide a search system with comprehensive ability and "help" related capabilities.	H			N/A	
8	Ability to provide a subject related search in the help system.	H			N/A	
9	Ability to provide field level and screen level help throughout the application that can be customized by the end user which may include information relating to data specific policies.	H			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 | 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)

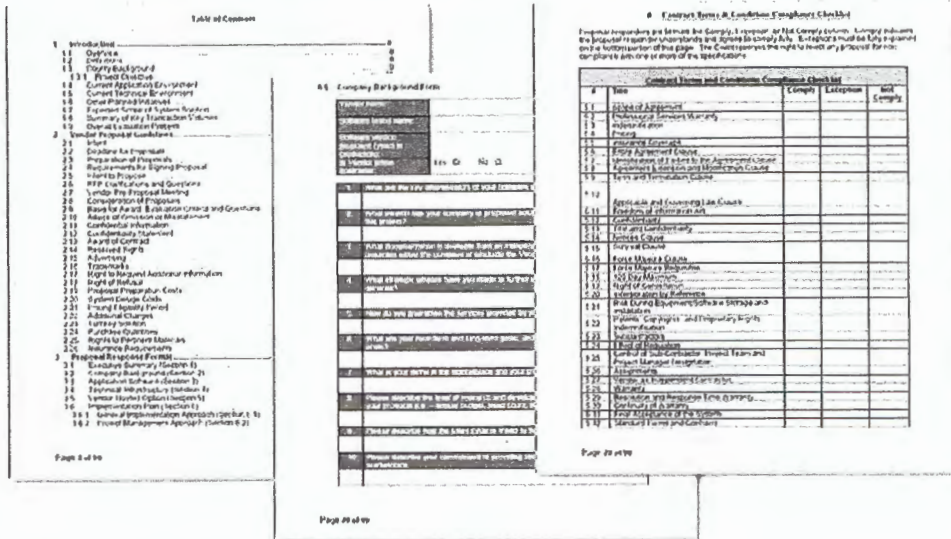
Our team has developed a detailed RFP specifically designed for large ERP governmental system procurement projects that can be leveraged, or we can utilize the County's desired template. During the early stages of developing the RFP document, we will review our RFP Checklist with County procurement that 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)
	Overview		
1	Demonstrate how the system processes the information in the budget planning modules and flows it through the agency budget.		
	I. New FY Budget Planning		
	Budget Item Setup (Back office OMB staff)		
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 attrition rates		
	Budget item refinement (Front office OMB staff)		
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.

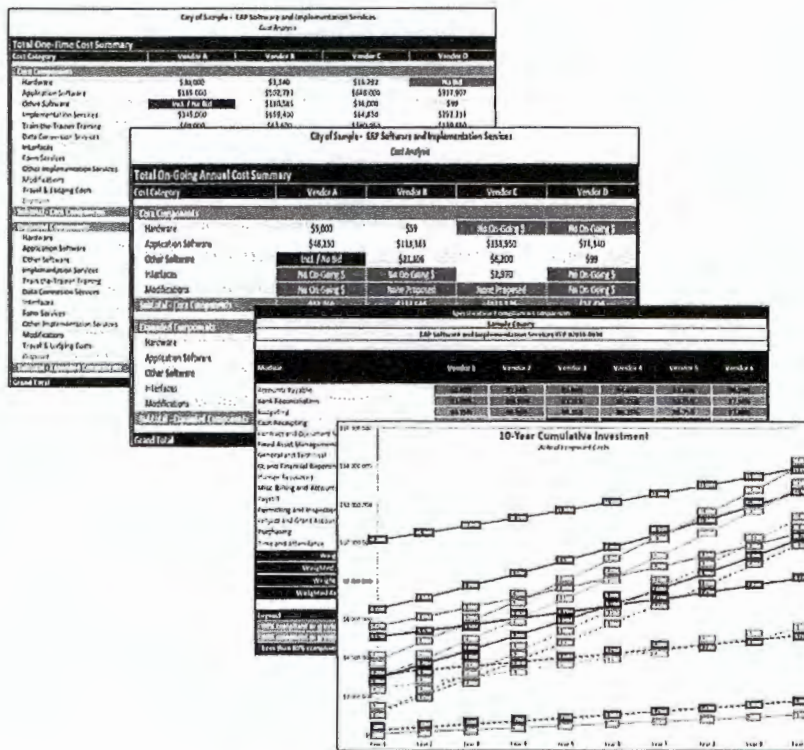
The proposal analysis to be performed is very integrated to the RFP templates that Vendors will use to respond to the RFP. Through a semi-automated process, we will tabulate responses to the application specifications included in Attachment 1 of the RFP. A percent compliance will be calculated and incorporated 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.

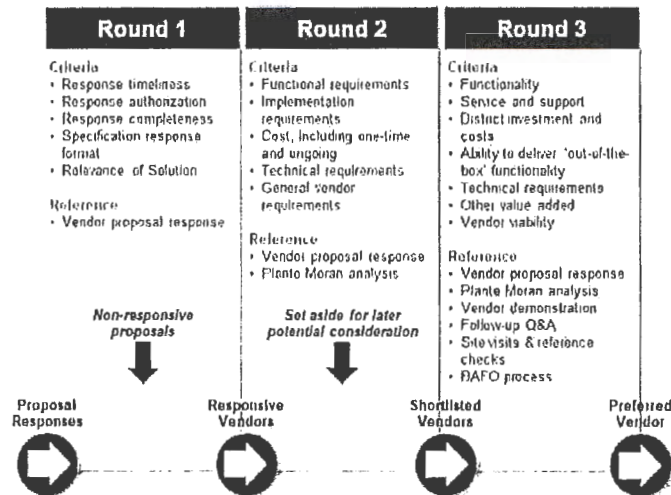
The following illustrates excerpts from a sample proposal analysis. It highlights our proposal analysis tools that aggregate vendor responses related to cost, system specifications, etc. in an easily digestible format for the selection committee to consider during solution. Our analysis is on a per module 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
Response Timeliness: RFP response is submitted by the due date and time.			
Response Authorization: The RFP response contains an original signature signed by a company officer on the Proposal Signature Form.			
Compliance With Federal And State Laws: 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.			
City's Standard Master Agreement: The Offeror shall negotiate in good faith with the City to finalize the Master Agreement (Section 4) if selected for award.			
Security Clearance: 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.			
Vendor Budget: 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.			
Warranty: 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 / Balance
		Vendor 1	Vendor 2	Vendor 3	Vendor 4	Vendor 5	Vendor 6	Vendor 7	Vendor 8	
Functional Requirements	30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 5: Specifications Plante Moran's Analysis
Implementation Requirements, Price and Timeline	20	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 8: Application Software Section 9: Implementation Plan Section 7: Staffing Plan
Cost (including both one-time and ongoing)	25	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 10: Cost Proposal (Consider range of values based on number 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 3: Vendor Hosted Option (if applicable) Section 2: Ongoing Support Services
General Vendor Requirements	30	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	Section 1: Company Background Section 2B: Client References Overall completeness & quality of proposal responses.
Weighted Score:	100	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Rank:	1	1	1	1	1	1	1	1	1	

Scoring Substitutions
 (1) Does not meet any of the criteria
 (2) Minimally met any the criteria
 (3) Met all of the criteria
 (4) Score 5 was not used as a criteria
 (5) All would score 1.00 as per the criteria

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

Sample - Issues and Action Items Log

ERP Implementation Project's Issues and Action Items Log											
Summary of Action Item Summary				Status by Team Member				Status Summary		Summary of Critical Next Steps	
Team	Team Member	Open	In Progress	Pending Close	Closed	Not Started	Total				
PM	Steve Ray	0	0	0	11	0	11		1. Work on open items impact 2. Identify the cause of the error 3. Confirm with the vendor (C) and J-Items, AL 4. Work on Payment Methods by customer 5. Work on payment methods by customer 6. Work on payment methods by customer		
PM	Scott R.	0	0	0	0	0	0				
PM	Steve Ray	1	1	0	10	1	23				
PM	William Franch	0	0	0	10	1	25				
PM	Steve Ray	1	1	0	14	1	33				
PM	William Franch	0	0	0	11	1	27				
PM	Scott R.	0	0	0	2	0	2				
PM	Steve Ray	0	0	0	19	0	19				
PM	William Franch	0	0	0	1	3	7				
PM	Scott R.	0	0	0	1	3	7				
PM	Steve Ray	0	0	0	4	0	4				
PM	William Franch	0	0	0	11	0	11				
PM	Scott R.	0	0	0	21	0	27				
PM	Steve Ray	0	0	0	1	0	1				
PM	William Franch	0	0	0	5	2	7				
PM	Scott R.	0	0	0	1	0	2				
PM	Steve Ray	0	0	0	1	0	10				
PM	William Franch	0	0	0	1	0	3				
PM	Scott R.	0	0	0	1	1	6				
PM	Steve Ray	0	0	0	2	0	2				
Total		19	11	0	117	13	167				

Sample - Vendor Payment Tracking Schedule

Module	Item	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		
Round 1 - Modifications				\$28,000									
GL	Bank Rec #1	Auto match daily debits and credits	\$3,000	6/28/08	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 #6									
PURCH	Procurement #6	Bkd Tabulation (3rd Party Vendor)	\$0	COMPLETE									
PURCH	Procurement #7	Email addresses for sourcing vendors (3rd Party Vendor)	\$3,500	9/12/08	136330	\$3,500	\$3,500						
PURCH	Procurement #8	Contract Management award integration	\$16,000	9/12/08	136330	\$7,000	\$7,000						
Round 2 - Modifications				\$11,000									
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 #8									
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
Sample County Project Team – Project Management Office (PMO) Chief Information Officer (CIO) Program Director Business Integration Director Technical Director	Rollout 1 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
Sierra-Cedar (SCI) Project Leadership Team Delivery Manager Project Manager	Plante Moran Project Leadership Team 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	●		
Project Phases		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

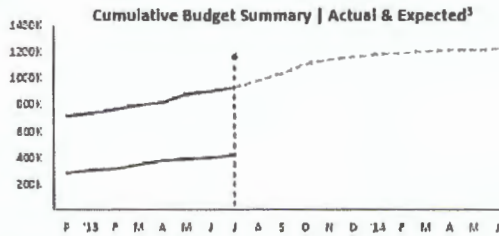
Project activities formally kicked off on August 4th with the arrival of the SCI Project Manager. During the month of August, activities have been focused on project formation tasks to include on-boarding of County and SCI staff, establishment of the Project SharePoint site, initiation of the change 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

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

Project Budget Status (Sample for illustrative purposes only)

Budget Summary	Excl. Cont. ¹	Overall ²
● Total Expected ⁴	\$806,453	\$1,227,829
● Expected to Date ⁵	514,757	936,133
● Actual to Date ⁶	421,394	421,334
Over/(Under) to Date ⁷	(93,422)	(514,798)
⚡ Expected To Complete ⁸	385,119	806,494
● Revised Total Expected ⁹	806,453	1,227,829
Contingency / Optional ¹⁰	N/A	421,376

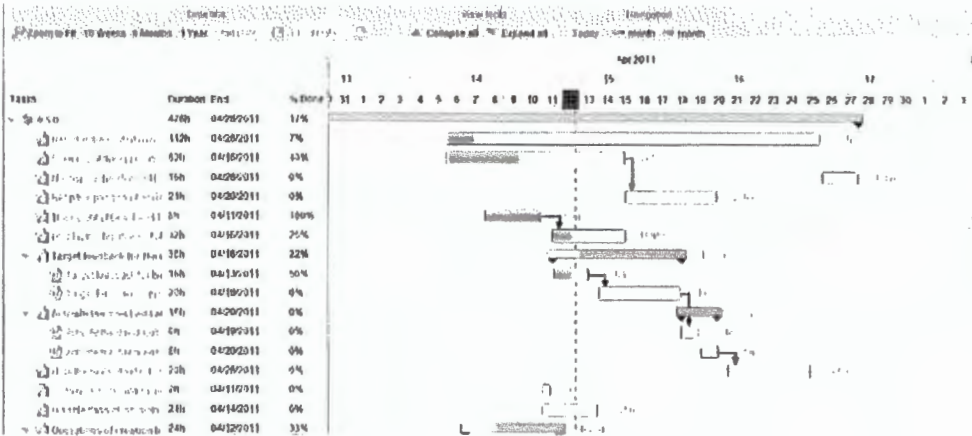


Explanation for -\$514,798 Overall Difference to Date

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
D002 – Project Management Plan
D003 – Quality Management Plan
D004 – Technical Charter
D005 – Project Repository
D006 – Deliverable Approval Matrix
D009 – Knowledge Transfer Plan
D013 – Project Team Training Plan

D014 – Preview Calendar and Agenda
D016 – Interface Inventory
D017 – Report Inventory
D018 – Conversion Inventory
D019 – Customization Inventory
D022 – Master Project Schedule and Assumptions
D024 – Initial Environments Installed

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:

1¹ Probability Definitions

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

2² 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

Probability - Impact Matrix

		Impact				
		1	2	3	4	5
Probability	5			1	2	1
	4		1	1	5	
	3			6	6	2
	2	8	3	7		1
	1					1

3³ 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	Probabily ¹	Impact ²	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Date Identified	Risk Owner	Team	Response Strategy ³ / 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 browsers) 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.	9/13/2013	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.	9/13/2015	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
55	The Kronos project plan is not able to be aligned with the Munic payroll implementation to support appropriate development of pay codes and interface testing.	4	5	20	Project Mgmt	The City is unable to develop the appropriate Munic payroll configuration functions due to unknown status of Kronos.	8/28/2014	Void	Tyler	Accept/Mitigate - Escalate Kronos project issues with the Kronos management and ensure proactive communication with the Munic team. Confirm the approach to move forward as soon as possible and develop contingency approach to configure CIT tables in Munic.	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
Base Services:		
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
Sub-Total (Base Services):	1,364	\$354,640
Additional On-Site Travel Costs:		
Kick-Off meeting, management interviews, process owner interviews		\$ 4,000
Second week of current state process mapping		\$ 3,800
Vendor demonstrations		\$ 5,360
Sub-Total (Base Services Additional Travel Costs):		\$13,160
GRAND TOTAL – Base Services	1,364	\$367,800
Optional Services		
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 Lear 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

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

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.