

**PROFESSIONAL SERVICES AGREEMENT
FOR
<PFLUGERVILLE ERP SELECTION>**

STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Agreement is entered into by and between the City of Pflugerville, a Texas Municipal Corporation (“City”), acting by and through its City Manager, and Plante Moran, PLLC (“Consultant”), both of which may be referred to herein singularly as “Party” or collectively as the “Parties.”

The Parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishment of the tasks hereinafter described.

I. DEFINITIONS

As used in this Agreement, the following terms shall have meanings as set out below:

“City” is defined in the preamble of this Agreement and includes its successors and assigns.

“Consultant” is defined in the preamble of this Agreement and includes its successors.

“City Manager” shall mean the City Manager and/or his designee.

II. TERM

2.1 Unless sooner terminated in accordance with the provisions of this Agreement, the term of this Agreement shall commence on October 1, 2020 and terminate on June 30, 2021.

2.2 If funding for the entire Agreement is not appropriated at the time this Agreement is entered into, City retains the right to terminate this Agreement at the expiration of each of City’s budget periods, and any subsequent contract period is subject to and contingent upon such appropriation.

III. SCOPE OF SERVICES

Consultant agrees to provide the services described in this Article III entitled Scope of Services in exchange for the compensation described in Article IV. Compensation. Scope of Services are incorporated by reference as if written and copied herein as “Exhibit A.”

All work performed by Consultant hereunder shall be performed to the satisfaction of the City Manager. The determination made by City Manager shall be final, binding and conclusive on all Parties hereto. City shall be under no obligation to pay for any work performed by Consultant, which is not satisfactory to City Manager. City shall have the right to terminate this Agreement, in accordance with Article VII. Termination, in whole or in part, should Consultant’s work not be satisfactory to City Manager; however, City shall have no obligation to terminate and

may withhold payment for any unsatisfactory work, as stated herein, even should City elect not to terminate.

IV. COMPENSATION TO CONSULTANT

4.1 In consideration of Consultant's performance in a satisfactory and efficient manner, of all services and activities set forth in this Agreement under Phase 1 and Phase 2 in accordance with the terms and conditions of this Agreement, City agrees to pay Consultant an amount not to exceed One hundred and twenty-eight thousand, five hundred and thirty-five dollars (\$128,535.00) as total compensation. Consultant shall be paid monthly, consistent with the attached "Exhibit B," based on billings provided by Consultant. Terms of compensation are subject to the Texas Prompt payment Act.

4.2 Except as provided for in Section 4.4, no additional fees or expenses of Consultant shall be charged by Consultant nor be payable by City. The parties hereby agree that all compensable expenses of Consultant have been provided for in the total payment to Consultant as specified in section 4.1 above. Total payments to Consultant cannot exceed that amount set forth in section 4.1 above, without prior approval and agreement of all parties, evidenced in writing and approved by the City.

4.3 Final acceptance of work products and services require written approval by City. The approval official shall be the City Manager. Payment will be made to Consultant following written approval of the final work products and services by the City Manager. City shall not be obligated or liable under this Agreement to any party, other than Consultant, for the payment of any monies or the provision of any goods or services.

4.4 The City reserves the right to request on-site presence for specific activities in Phase 1 and 2. If Plante Moran travels to be on-site for project activities, the City shall reimburse Plante Moran for reasonable travel expenses in accordance with the City's travel reimbursement policy.

V. OWNERSHIP OF DOCUMENTS

5.1 Any and all writings, documents or information in whatsoever form and character produced by Consultant and intended for delivery to the City pursuant to the provisions of this Agreement is the exclusive property of City; and no such writing, document or information shall be the subject of any copyright or proprietary claim by Consultant.

5.2 Consultant understands and acknowledges that as the exclusive owner of any and all such writings, documents and information, City has the right to use all such writings, documents and information as City desires, without restriction. Any use of such writings, documents and information on extensions of this project or on any other project without specific adaptation by Consultant shall be at the City's sole risk and without liability to the Consultant.

VI. RECORDS RETENTION

6.1 Consultant and its subcontractors, if any, shall properly, accurately and completely maintain all documents, papers, and records, and other evidence pertaining to the services rendered hereunder (hereafter referred to as "documents"), and shall make such materials available to the City at their respective offices, at all reasonable times and as often as City may deem necessary during the Agreement period, including any extension or renewal hereof, and the

record retention period established herein, for purposes of audit, inspection, examination, and making excerpts or copies of same by City and any of its authorized representatives.

6.2 Consultant shall retain any and all documents produced as a result of services provided hereunder for a period of four (4) years (hereafter referred to as "retention period") from the date of termination of the Agreement. If, at the end of the retention period, there is litigation or other questions arising from, involving or concerning this documentation or the services provided hereunder, Consultant shall retain the records until the resolution of such litigation or other such questions. Consultant acknowledges and agrees that City shall have access to any and all such documents at any and all times, as deemed necessary by City, during said retention period. City may, at its election, require Consultant to return said documents to City prior to or at the conclusion of said retention.

6.3 Consultant shall notify City, immediately, in the event Consultant receives any requests for information from a third party, which pertain to the documentation and records referenced herein. Consultant understands and agrees that City will process and handle all such requests.

VII. TERMINATION

7.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II. Term, or earlier termination pursuant to any of the provisions hereof.

7.2 *Termination Without Cause.* This Agreement may be terminated by either Party upon 15 calendar days' written notice, which notice shall be provided in accordance with Article VIII. Notice.

7.3 *Termination For Cause.* Upon written notice, which notice shall be provided in accordance with Article VIII. Notice, City may terminate this Agreement as of the date provided in the notice, in whole or in part, upon the occurrence of one (1) or more of the following events, each of which shall constitute an Event for Cause under this Agreement:

7.3.1 The sale, transfer, pledge, conveyance or assignment of this Agreement without prior approval, as provided in Article XII. Assignment and Subcontracting.

7.4 *Defaults With Opportunity for Cure.* Should Consultant default in the performance of this Agreement in a manner stated in this section 7.4 below, same shall be considered an event of default. City shall deliver written notice of said default specifying such matter(s) in default. Consultant shall have fifteen (15) calendar days after receipt of the written notice, in accordance with Article VIII. Notice, to cure such default. If Consultant fails to cure the default within such fifteen-day cure period, City shall have the right, without further notice, to terminate this Agreement in whole or in part as City deems appropriate, and to contract with another consultant to complete the work required in this Agreement. City shall also have the right to offset the cost of said new Agreement with a new consultant in excess of the unpaid balance of the Agreement against Consultant's future or unpaid invoice(s), subject to the duty on the part of City to mitigate its losses to the extent required by law.

7.4.1 Bankruptcy or selling substantially all of company's assets

7.4.2 Failing to perform or failing to comply with any covenant herein required

7.4.3 Performing noncompliant with the terms and conditions of this Agreement

7.5 *Termination By Law.* If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein, or, if any law is interpreted to prohibit such performance, this Agreement shall automatically terminate as of the effective date of such prohibition.

7.6 Regardless of how this Agreement is terminated, Consultant shall affect an orderly transfer to City or to such person(s) or firm(s) as the City may designate, at no additional cost to City, all completed or partially completed documents, papers, records, charts, reports, and any other materials or information produced as a result of or pertaining to the services rendered by Consultant, or provided to Consultant, hereunder, and intended for delivery to the City, regardless of storage medium, if so requested by City, or shall otherwise be retained by Consultant in accordance with Article VI. Records Retention. Any record transfer shall be completed within thirty (30) calendar days of a written request by City and shall be completed at Consultant's sole cost and expense. Payment of compensation due or to become due to Consultant is conditioned upon delivery of all such documents, if requested.

7.7 Within forty-five (45) calendar days of the effective date of completion, or termination or expiration of this Agreement, Consultant shall submit to City its claims, in detail, for the monies owed by City for services performed under this Agreement through the effective date of termination. Failure by Consultant to submit its claims within said forty-five (45) calendar days shall negate any liability on the part of City and constitute a **Waiver** by Consultant of any and all right or claims to collect monies that Consultant may rightfully be otherwise entitled to for services performed pursuant to this Agreement.

7.8 Upon the effective date of expiration or termination of this Agreement, Consultant shall cease all operations of work being performed by Consultant or any of its subcontractors pursuant to this Agreement.

7.9 *Termination not sole remedy.* In no event shall City's action of terminating this Agreement, whether for cause or otherwise, be deemed an election of City's remedies, nor shall such termination limit, in any way, at law or at equity, City's right to seek damages from or otherwise pursue Consultant for any default hereunder or other action.

VIII. NOTICE

Except where the terms of this Agreement expressly provide otherwise, any election, notice or communication required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given if and when delivered personally (with receipt acknowledged), or three (3) days after depositing same in the U.S. mail, first class, with proper postage prepaid, or upon receipt if sending the same by certified mail, return receipt requested, or upon receipt when sent by a commercial courier service (such as Federal Express or DHL Worldwide Express) for expedited delivery to be confirmed in writing by such courier, at the addresses set forth below or to such other address as either Party may from time to time designate in writing.

If intended for City, to:

City of Pflugerville
Attn: Sereniah Breland

City Manager
100 E Main Street, Suite 300
Pflugerville, Texas 78691

If intended for Consultant, to: Plante Moran, PLLC
Attn: Mike Riffel
10 South Riverside Plaza
Chicago, IL 60606-3770

IX. INSURANCE

9.1 Prior to the commencement of any work under this Agreement, Consultant shall furnish copies of all required endorsements and an original completed Certificate(s) of Insurance to the City, which shall be clearly labeled “*Pflugerville ERP Selection*” in the Description of Operations block of the Certificate. The original Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept Memorandum of Insurance or Binders as proof of insurance. The original certificate(s) or form must have the agent’s original signature, including the signer’s company affiliation, title and phone number, and be mailed, with copies of all applicable endorsements, directly from the insurer’s authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City. No officer or employee, other than the City Attorney, shall have authority to waive this requirement.

9.2 The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City Attorney based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereupon City may incur increased risk.

9.3 A Consultant’s financial integrity is of interest to the City; therefore, subject to Consultant’s right to maintain reasonable deductibles in such amounts as are approved by the City, Consultant shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at Consultant’s sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas , except that insurance markets based in London, and/or the domestic surplus lines markets that operate on a non-admitted basis are permitted and with an A.M Best’s rating of no less than A-(VII), in the following types and for an amount not less than the amount listed below:
City of Pflugerville

Insurance Requirements

Consultant performing work on City property or public right-of-way for the City of Pflugerville shall provide the City a certificate of insurance evidencing the coverage provisions identified herein. Consultant shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor’s policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Pflugerville.

Listed below are the types and amounts of insurance required. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include Premises/Operations	1,000,000 per occurrence, 2,000,000 general aggregate	City to be listed as additional insured and provide 30 days' notice of cancellation or material change in coverage
Products/ Completed Operations	Or 2,000,000 combined single coverage limit	
Independent Contractors		City prefers that insurer be rated B+V1 or higher by A.M. Best or A or higher by Standard & Poors
Personal Injury		
Contractual Liability		
Business Auto Liability	1,000,000 combined single limit	City to be provided a waiver of subrogation
Workers' Compensation & Employers Liability	Statutory Limits 1,000,000 each accident	City to be provided a waiver of subrogation
Professional Liability	1,000,000	

Questions regarding this insurance should be directed to the City of Pflugerville (512) 990-6100. A contract will not be issued without evidence of Insurance. City will only accept the ACORD 25 or ISO certificate of insurance forms.

9.4 The City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page and all endorsements thereto as they apply to the limits required by the City, and may require the deletion, revision, or modification of particular policy terms, conditions, limitations or exclusions (except where policy provisions are established by law or regulation binding upon either of the Parties hereto or the underwriter of any such policies). Consultant shall be required to comply with any such requests and shall submit a copy of the replacement certificate of insurance to City at the address provided below within 10 days of the requested change. Consultant shall pay any costs incurred resulting from said changes.

City of Pflugerville
 Capital Improvement Program
 P.O. Box 589
 Pflugerville, Texas 78691-0589

9.5 Consultant agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as ***additional insured by endorsement under terms satisfactory to***

the City, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of Pflugerville where the City is an additional insured shown on the policy;
- Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City.
- Provide thirty (30) calendar days advance written notice directly to City of any suspension, cancellation, non-renewal or material change in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

9.6 Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Consultant shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Consultant's performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

9.7 In addition to any other remedies the City may have upon Consultant's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Consultant to stop work hereunder, and/or withhold any payment(s) which become due to Consultant hereunder until Consultant demonstrates compliance with the requirements hereof.

9.8 Nothing herein contained shall be construed as limiting in any way the extent to which Consultant may be held responsible for payments of damages to persons or property resulting from Consultant's or its subcontractors' performance of the work covered under this Agreement.

9.9 It is agreed that, excepting Professional Liability, Consultant's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Pflugerville for liability arising out of operations under this Agreement.

9.10 It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement.

9.11 Consultant and any of its Subcontractors are responsible for all damage to their own equipment and/or property.

X. INDEMNIFICATION

10.1 CONSULTANT covenants and agrees to INDEMNIFY and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, or liability for damages to the extent caused by an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the CONSULTANT or the CONSULTANT's agent, CONSULTANT under contract, or another entity over which the CONSULTANT

exercises control. Such acts may include personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to CONSULTANT'S activities under this Agreement, including any negligent or intentional acts or omissions of CONSULTANT, any agent, officer, director, representative, employee, consultant or subcontractor of CONSULTANT, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its elected officials, employees, officers, directors, volunteers and representatives, in instances where such negligence causes personal injury, death, or property damage. In no event shall the indemnification obligation extend beyond the date with when the institution of legal or equitable proceedings for the professional negligence would be barred by any applicable statute of repose or statute of limitations.

10.2 The provisions of this INDEMNITY are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONSULTANT shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or CONSULTANT known to CONSULTANT related to or arising out of CONSULTANT's activities under this AGREEMENT.

10.3 Duty to Defend – Consultant covenants and agrees to hold a DUTY TO DEFEND the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all claims, liens, proceedings, actions or causes of action, to the extent caused by negligence of willful misconduct of the CONSULTANT or the CONSULTANT'S agent, employee or sub-consultant, over which the CITY exercises control. CONSULTANT is required under this provision and fully satisfies this provision by naming the CITY and those representatives listed above as additional insured under the CONSULTANT'S general liability insurance policy and providing any defense provided by the policy upon demand by CITY.

10.4 CONSULTANT is required to perform services to the City under the standard of care provided for in Texas Local Government Code § 271.904 (d)(1-2).

10.5 Employee Litigation – In any and all claims against any Party indemnified hereunder by any employee of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONSULTANT or any subcontractor under worker's compensation or other employee benefit acts.

10.6 Force Majeure - City agrees that the CONSULTANT is not responsible for damages arising from any circumstances such as strikes or other labor disputes; severe weather disruptions, natural disasters, fire or other acts of God; riots, war or other emergencies; or failure of any third party governmental agency to act in timely manner not caused or contributed to by CONSULTANT.

XI. ASSIGNMENT AND SUBCONTRACTING

11.1 Consultant shall supply qualified personnel as may be necessary to complete the work to be performed under this Agreement. Persons retained to perform work pursuant to this Agreement shall be the employees or subcontractors of Consultant. Consultant, its employees or its subcontractors shall perform all necessary work.

11.2 Any work or services approved for subcontracting hereunder shall be subcontracted only by written contract and, unless specific waiver is granted in writing by the City, shall be subject by its terms to each and every provision of this Agreement. Compliance by subcontractors with this Agreement shall be the responsibility of Consultant. City shall in no event be obligated to any third party, including any subcontractor of Consultant, for performance of services or payment of fees. Any references in this Agreement to an assignee, transferee, or subcontractor, indicate only such an entity as has been approved by the City.

11.3 Except as otherwise stated herein, Consultant may not sell, assign, pledge, transfer or convey any interest in this Agreement, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of the City in writing. As a condition of such consent, if such consent is granted, Consultant shall remain liable for completion of the services outlined in this Agreement in the event of default by the successor Consultant, assignee, transferee or subcontractor.

11.4 Any attempt to transfer, pledge or otherwise assign this Agreement without said written approval, shall be void ab initio and shall confer no rights upon any third person. Should Consultant assign, transfer, convey, delegate, or otherwise dispose of any part of all or any part of its right, title or interest in this Agreement, City may, at its option, cancel this Agreement and all rights, titles and interest of Consultant shall thereupon cease and terminate, in accordance with Article VII. Termination, notwithstanding any other remedy available to City under this Agreement. The violation of this provision by Consultant shall in no event release Consultant from any obligation under the terms of this Agreement, nor shall it relieve or release Consultant from the payment of any damages to City, which City sustains as a result of such violation.

XII. INDEPENDENT CONTRACTOR

Consultant covenants and agrees that he or she is an independent contractor and not an officer, agent, servant or employee of City; that Consultant shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing same, and shall be responsible for the acts and omissions of its officers, agents, employees, contractors, subcontractors and consultants; that the doctrine of respondent superior shall not apply as between City and Consultant, its officers, agents, employees, contractors, subcontractors and consultants, and nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint ventures between City and Consultant. The Parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the Consultant under this Agreement and that the Consultant has no authority to bind the City.

XIII. CONFLICT OF INTEREST

13.1 Consultant acknowledges that it is informed that the Charter of the City of Pflugerville and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 11.06 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a Party to the contract or sale: a City officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a City contract, a partner or a parent or subsidiary business entity.

13.2 Pursuant to the subsection above, Consultant warrants and certifies, and this Agreement is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of the City. Consultant further warrants and certifies that it will comply with the City’s Ethics Code.

13.3 Certificate of Interested Parties (TEC Form 1295). For contracts needing City Council approval, or any subsequent changes thereto requiring City Council approval, the City may not accept or enter into a contract until it has received from the Consultant a completed, signed, and notarized TEC Form 1295 complete with a certificate number assigned by the Texas Ethics Commission (“TEC”), pursuant to Texas Government Code § 2252.908 and the rules promulgated thereunder by the TEC. The Consultant understands that failure to provide said form complete with a certificate number assigned by the TEC may prohibit the City from entering into this Agreement. Pursuant to the rules prescribed by the TEC, the TEC Form 1295 must be completed online through the TEC’s website, assigned a certificate number, printed, signed and notarized, and provided to the City. The TEC Form 1295 must be provided to the City prior to the award of the contract. The City does not have the ability to verify the information included in a TEC Form 1295, and does not have an obligation or undertake responsibility for advising Consultant with respect to the proper completion of the TEC Form 1295.

XIV. AMENDMENTS

Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected by amendment, in writing, executed by both City and Consultant, and, if applicable, subject to formal approval by the City Council.

XV. SEVERABILITY

If any clause or provision of this Agreement is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of the City of Pflugerville, Texas, then and in that event it is the intention of the Parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Agreement shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the Parties hereto that in lieu of each clause or provision of this Agreement that is invalid, illegal, or unenforceable, there be added as a part of the Agreement a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

XVI. LICENSES/CERTIFICATIONS

Consultant warrants and certifies that Consultant and any other person designated to provide services hereunder has the requisite training, license and/or certification to provide said services, and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XVII. COMPLIANCE

Consultant shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations.

XVIII. NONWAIVER OF PERFORMANCE

Unless otherwise specifically provided for in this Agreement, a waiver by either Party of a breach of any of the terms, conditions, covenants or guarantees of this Agreement shall not be construed or held to be a waiver of any succeeding or preceding breach of the same or any other term, condition, covenant or guarantee herein contained. Further, any failure of either Party to insist in any one or more cases upon the strict performance of any of the covenants of this Agreement, or to exercise any option herein contained, shall in no event be construed as a waiver or relinquishment for the future of such covenant or option. In fact, no waiver, change, modification or discharge by either Party hereto of any provision of this Agreement shall be deemed to have been made or shall be effective unless expressed in writing and signed by the Party to be charged. In case of City, such changes must be approved by the City Council, as described in Article XVI. Amendments. No act or omission by a Party shall in any manner impair or prejudice any right, power, privilege, or remedy available to that Party hereunder or by law or in equity, such rights, powers, privileges, or remedies to be always specifically preserved hereby.

XIX. LAW APPLICABLE

19.1 THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN TRAVIS COUNTY, TEXAS.

19.2 Venue for any legal action or proceeding brought or maintained, directly or indirectly, as a result of this Agreement shall be heard and determined in a court of competent jurisdiction in Travis County, Texas.

XX. LEGAL AUTHORITY

The signer of this Agreement for Consultant represents, warrants, assures and guarantees that he has full legal authority to execute this Agreement on behalf of Consultant and to bind Consultant to all of the terms, conditions, provisions and obligations herein contained.

XXI. PARTIES BOUND

This Agreement shall be binding on and inure to the benefit of the Parties hereto and their respective heirs, executors, administrators, legal representatives, and successors and assigns, except as otherwise expressly provided for herein.

XXII. CAPTIONS

The captions contained in this Agreement are for convenience of reference only, and in no way limit or enlarge the terms and/or conditions of this Agreement.

XXIII. INCORPORATION OF EXHIBITS

Each of the Exhibits listed below is an essential part of the Agreement, which governs the rights and duties of the Parties, and shall be incorporated herein for all purposes:

Attachment “Exhibit A: Scope of Work,” including Project Description/Scope of Services and Proposed Project Schedule; attachment “Exhibit B: Compensation,” including fees listed as Compensation by Work Plan Activity.

XXIV. ENTIRE AGREEMENT

This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the Parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the Parties hereto, unless same be in writing, dated subsequent to the date hereto, and duly executed by the Parties, in accordance with Article XIV. Amendments.

XXV. MISCELLANEOUS CITY CODE PROVISIONS

25.1 Representations and Warranties by Consultant. If Consultant is a corporation, partnership or a limited liability company, Consultant warrants, represents, covenants, and agrees that it is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization and is duly authorized and in good standing to conduct business in the State of Texas.

25.2 Franchise Tax Certification. A corporate or limited liability company Consultant certifies that it is not currently delinquent in the payment of any Franchise Taxes due under Chapter 171 of the *Texas Tax Code*, or that the corporation or limited liability company is exempt from the payment of such taxes, or that the corporation or limited liability company is an out-of-state corporation or limited liability company that is not subject to the Texas Franchise Tax, whichever is applicable.

25.3 Eligibility Certification. Consultant certifies that the individual or business entity named in the Agreement is not ineligible to receive payments under the Agreement and acknowledges that the Agreement may be terminated and payment withheld if this certification is inaccurate.

25.4 Payment of Debt or Delinquency to the State or Political Subdivision of the State. Pursuant to Chapter 38, *City of Pflugerville Code of Ordinances*, Consultant agrees that any payments owing to Consultant under the Agreement may be applied directly toward any debt or delinquency that Consultant owes the City of Pflugerville, State of Texas or any political

subdivision of the State of Texas regardless of when it arises, until such debt or delinquency is paid in full.

25.5 Texas Government Code Mandatory Provision. The City of Pflugerville may not enter into a contract with a company for goods and services unless the contract contains a written verification from the company that it; (i) does not boycott Israel; and (ii) will not boycott Israel during the term of the contract. (Texas Government Code, Chapter 2270.002) by accepting this rider, the Consultant hereby verifies that it does not boycott Israel, and agrees that, during the term of this agreement, will not boycott Israel as that term is defined in the Texas Government Code, Section 808.001, as amended. Further, the Consultant hereby certifies that it is not a company identified under Texas Government Code, Section 2252.152 as a company engaged in business with Iran, Sudan, or Foreign Terrorist Organization.

EXECUTED and **AGREED** to as of the dates indicated below.

**CITY OF
PFLUGERVILLE**

**CONSULTANT
PLANTE MORAN, PLLC**



(Signature)

(Signature)

Printed Name: Sereniah Breland

Printed Name: Mike Riffel

Title: City Manager

Title: Partner

Date: _____

Date: 9/15/2020

APPROVED AS TO FORM:

Charles E. Zech
City Attorney
DENTON NAVARRO ROCHA BERNAL & ZECH, P.C.

Exhibit A: Scope of Work





**Phase 1:
Needs, Process,
Requirements
Assessment and
RFP Development**

Objectives

- Develop a governance structure and project plan with a timeline
- Develop a project charter document defining stakeholder roles and responsibilities, project scope, identify risks, and communications plan
- Conduct project kick-off activities and provide ERP awareness to City stakeholders
- Understand and articulate ERP functional needs by department for in-scope areas identified during project chartering to include, but not limited to, core financials, human resources, utility billing, community development, and courts.
- Conduct Change Readiness Assessment and change management survey
- Identify business gaps (issues) and improvement opportunities
- Map current and future state critical business processes
- Apply Lean Six Sigma techniques to identify current-state business improvements with a focus on value to the customer
- Develop use cases and business outcomes prioritized in terms of value
- Prepare ERP functional and technical specifications
- Define the software selection process
- Develop RFP representing the needs of the City for the functional areas within scope
- Define a decision-making process that will be used to guide the evaluation of selected vendors
- Define vendor selection criteria and weighting factors to evaluate vendor responses
- Assist in distributing the RFP to the public sector vendor marketplace by providing prospective ERP vendor contact lists
- Facilitate pre-proposal meeting for prospective ERP vendors
- Prepare RFP addenda as necessary

Project Activities	Deliverables
1.1 Project initiation and define project organizational structure	<ul style="list-style-type: none"> • Project initiation meeting • Project governance structure • Project log including a business issues and action items tracking list • Project management deliverables (Project Baseline Schedule, Quality Management Strategy, Risk Management Strategy)
1.2 Develop project charter	<ul style="list-style-type: none"> • Project charter document detailing project scope, roles and responsibilities of project team and project objectives

Project Activities	Deliverables
1.3 Conduct stakeholder analysis	<ul style="list-style-type: none"> Stakeholder register document used to associate the level of influence and level of interest stakeholders have. Stakeholders can be grouped according to project roles, responsibilities, and communication frequency to meet the needs of those involved. Stakeholder engagement strategy informing project communications plan
1.4 Develop and finalize project schedule and plan	<ul style="list-style-type: none"> Detailed project schedule and plan Project collaboration center (SharePoint) Develop project communications plan and reporting frequencies
1.5 Project control reporting	<ul style="list-style-type: none"> Weekly project status updates and monthly status communications Maintain project issues and response tracking log with decision log Project meeting agendas, minutes, and action item updates
1.6 Review key source documents	<ul style="list-style-type: none"> Review of the City's planning documents, internal analyses, and materials supporting the City's ERP initiative. Review City's existing systems, including processes, users, reports and controls Assessment of the current technology environment through a questionnaire and follow-up interviews Evaluation of current process maps, standard procedures, and policies Review of Incode support tickets and service requests involving vendor-assisted support for incident resolution
1.7 Administer change readiness assessment tools	<ul style="list-style-type: none"> Administer a Change Readiness Assessment survey designed to effectively engage and address the needs of stakeholders to build advocacy Assessment of user confidence and readiness in current practices Project kick-off meeting
1.8 Conduct process owner interviews and workshops for all in-scope business areas	<ul style="list-style-type: none"> Five (5) days of interviews with process owners and key stakeholders Provide opportunities for improvement or draft business use cases (scenarios) detailing improvements to the so they are recognized in operational (tangible) terms Current-state process diagrams for in-scope process areas agreed upon during project chartering
1.9 Identify future state business use cases and link to specific business outcomes	<ul style="list-style-type: none"> Four (4) days of use case validation sessions Finalize business use cases (scenarios) detailing improvements so they are recognized in operational (tangible) terms Prioritize the use cases by assigning weighting to business outcomes Database of prioritized functional and technical ERP systems specifications for inclusion in the RFP process Future-state process diagrams reflecting process gap improvements agreed upon during project chartering

Project Activities	Deliverables
1.10 ERP Architecture Review (Cloud vs. On-Premise Solutions)	<ul style="list-style-type: none"> • Assessment to gauge readiness of current infrastructure • Assessment to gauge readiness of current network environment • Defined Technical Requirements • Evaluate ERP architectures (Cloud vs. On-Premise) • 5 year Total Cost of Ownership (TCO) for future state software environment
1.11 RFP preparation and delivery planning	<ul style="list-style-type: none"> • Identify procurement advisory and selection team candidates for technical and functional process activities • Identify possible evaluation criteria and weighting factors • Procurement planning matrix • Review procurement decisions for the ERP RFP document
1.12 Develop solution selection criteria and define decision making process	<ul style="list-style-type: none"> • Vendor selection criteria and specific requirements to be fulfilled • RFP solicitation schedule with milestones • Evaluator scoring templates
1.13 Develop enterprise application migration plan, technical requirements and interface requirements	<ul style="list-style-type: none"> • Identification of recommended applications to be retired, replaced, and retained-integrated with the replacement ERP system • Definition of interfaces in the retained systems to be interfaced with the replacement ERP system • Confirmation of technical requirements involving existing infrastructure to include security, authentication protocols, network access, etc. Infrastructure hosting or Software-as-a-Service managed service requirements can also be incorporated based upon the City's preference for its system delivery model
1.14 Develop request for proposal (RFP) document	<ul style="list-style-type: none"> • Comprehensive list of required and optional modules and functional requirements • RFP templates including general terms and conditions for technology procurements • Guidelines and vendor questions detailing implementation approach • Cost (pricing) forms, functional specification compliance templates, managed (hosted) service capabilities matrix, implementation service hours allocation matrix for vendor and client activities, and vendor client history
1.15 Provide assistance to distribute RFP document	<ul style="list-style-type: none"> • Potential vendor contact distribution list to maximize marketplace awareness of the City's RFP • Identification of vendors with existing partner relationships
1.16 Facilitate vendor pre-proposal webinar and provide guidance to answering vendor pre-proposal questions	<ul style="list-style-type: none"> • Facilitated vendor pre-proposal meeting • Draft responses to vendor clarification questions during open RFP solicitation period • Draft RFP addendum reviews (as necessary)

Stakeholder Change Management Approach

Plante Moran's 5-Step Change Management Approach

Together, we will create strong advocacy for City staff serving all stakeholders internal and external to the organization.

Lead: Establish governance; create a vision and compelling case for change

Assess: Understand the impact of the project on people, processes, and systems; identify and assess key stakeholders and their readiness for change through Change Management Readiness Assessment

Prepare: Create a change management plan consisting of a communication plan, training plan, and implementation planning strategy; integrate the change management plan into the project schedule

Execute: The communication, training, and support plans

Sustain and Improve: Reinforce change; assess results; measure outcomes; address resistance; celebrate success

We incorporated the best practices from Prosci® and the Project Management Institute® in building Plante Moran's own proprietary five-step change management approach (left). Change management strategies an integral piece in promoting acceptance of both the system and process changes associated with the new technology.

Change Management Readiness Assessment

Plante Moran has developed an assessment tool that can be leveraged to efficiently assess the City's change readiness. This instrument will assess the City's overall readiness across four dimensions: 1) Change Education, 2) Change Anticipation, 3) Change Confidence, and 4) Change Capacity. The results provide aggregate ratings using a 7-point scale that evaluates attitudes and opinions toward organizational change. The survey results are reported by department and function to pinpoint potential barriers to improvement. Analysis of the results can be used immediately to:

- Inform City leaders of potential barriers for change
- Measure employee understanding and level of buy-in
- Identify critical opportunities for the client to rectify pre-implementation
- Uncover blind spots that could negatively impact talent retention
- Leverage strengths by highlighting bright spots

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

Upon data analysis, the Plante Moran will provide the City with specific recommendations guided by the findings gleaned from the initial survey, such as:

- Assist with establishing workforce priorities
- Facilitate group meetings to address the opportunity to improve performance
- Identify and articulate the critical leadership behaviors required for successful change
- Recommend a communication plan to relay direction and guidance throughout the organization



**Phase 2:
ERP Proposal
Review, Vendor
Selection, and
Contract
Negotiations**

Phase Outcomes

- Conduct activities relative to the review of responding vendor proposers and subsequent due diligence
- Analysis of proposals and select semi-finalists.
- Guidance and expertise to perform due diligence activities.
- Facilitate vendor software demonstrations.
- Assist in selecting the preferred finalist vendor
- Provide guidance through the contract negotiations and statement of work development with the selected vendor

Activities	Deliverables
<p>2.1 Analyze ERP vendor proposals and support City evaluation process</p>	<ul style="list-style-type: none"> • Comprehensive vendor proposal analysis report (See sample deliverable) • In-depth cost analysis, summarizing proposed vendor pricing by one-time and ongoing costs for a 10-year, cost of ownership analysis for each qualified, responding vendor • Facilitated proposal analysis meeting • Documented vendor follow-up questions • Scoring to identify semi-finalist vendors
<p>2.2 Facilitate vendor shortlist process</p>	<ul style="list-style-type: none"> • Letter templates to send to those vendors who are proceeding forward to demonstrations and/or interviews • Demonstration scheduling template • Software demonstration agenda and script templates • Vendor interview scripts based upon defined business use cases • Other due diligence templates, including reference check and site visit questionnaires • Scoring forms (matrices) for software demonstrations, vendor interviews, reference checks, potential site visit, and other due diligence
<p>2.3 Facilitate vendor solution demonstrations and interviews</p>	<ul style="list-style-type: none"> • Six (6) days of vendor demonstration facilitation supporting an expected 2 day demonstrations per vendor • Vendor demonstration agendas/use case demo scenarios • Vendor demonstration evaluation form for selection committee • Pre-demonstration web conference with vendors to review demo agenda
<p>2.4 Support post-demonstration due diligence evaluation activities</p>	<ul style="list-style-type: none"> • Vendor site visit evaluation reference checking forms • Vendor evaluation scoring form updates for selection committee • Participation in reference interviews via phone or site visit(s)

Activities	Deliverables
<p>2.5 Assist in the selection of the preferred vendor**</p>	<ul style="list-style-type: none"> • Tabulated evaluation team scoring forms (matrices) and analysis** • Meeting to select finalist vendor • Written executive summary framing finalist vendor recommendation • Attend City Council meeting in support of recommendation to purchase ERP finalist(s) vendor system(s) <p>** Plante Moran recognizes the City’s goal that the selected consultant demonstrate an ability to facilitate consensus to assist the core project team in making a final vendor selection for recommendation to the City Council.</p>
<p>2.6 Contract negotiations advisory services</p>	<ul style="list-style-type: none"> • Contract negotiation strategy checklist and a combined meeting with the procurement and project selection teams • Recommended terms and conditions specific to technology solutions and services • Examples of previously executed contracts from similar municipalities with vendor accepted terms and conditions • Strategies for SOW development to effectively implement the proposer’s products and services • Recommended terms for vendor cloud-hosted solutions including multi-tenant SaaS and managed services subscription options • Contract negotiation support to the City’s negotiating team. Should the City determine negotiations with the finalist ERP vendor be unproductive, it may elect to open negotiations with the next most qualified vendor.

Proposed Schedule for Work Plan Activities Phases #1 and #2

Proposed Schedule for Software System Selection Services		
Phase and Activity Description	Start	Finish
Phase 1: Needs, Process, Requirements Assessment and RFP Development	Thu 10/1/20	Wed 1/20/21
1.1 Project initiation and definition of project organizational structure	Thu 10/1/20	Wed 10/14/20
1.2 Develop project charter	Thu 10/1/20	Wed 10/14/20
1.3 Conduct project stakeholder analysis	Thu 10/1/20	Wed 10/14/20
1.4 Develop and finalize project schedule and plan	Thu 10/1/20	Wed 10/14/20
1.6 Review key source documents	Wed 10/14/20	Tue 10/27/20
1.7 Administer change readiness assessment tools	Wed 10/14/20	Tue 10/20/20
1.8 Conduct process owner interviews and workshops	Mon 11/2/20	Fri 11/13/20
1.9 Identify future state business use cases and link to specific business outcomes	Mon 11/16/20	Fri 12/4/20
1.10 ERP Architecture Review	Mon 11/16/20	Fri 12/4/20
1.11 RFP preparation and delivery planning	Mon 11/30/20	Fri 12/11/20
1.12 Develop solution selection criteria and define decision making process	Mon 12/14/20	Thu 1/14/21
1.13 Develop enterprise application migration plan, technical and interface requirements	Mon 12/14/20	Thu 1/14/21
1.14 Develop request for proposal (RFP) document	Mon 12/14/20	Thu 1/14/21
1.15 Provide assistance to distribute RFP document	Thu 1/14/21	Thu 1/14/21
1.16 Facilitate vendor pre-proposal webinar and guide formation of pre-proposal Responses	Thu 1/14/21	Wed 1/20/21
Phase 2: ERP Proposal Review, Vendor Selection, and Contract Negotiations	Mon 2/8/21	Wed 6/22/21
2.1 Analyze ERP vendor proposals and support City evaluation process	Mon 2/8/21	Fri 3/5/21
2.2 Facilitate vendor shortlist process	Fri 3/5/21	Tue 3/9/21
2.3 Facilitate vendor solution demonstration and interviews	Tue 3/9/21	Mon 4/5/21
2.4 Support post-demonstration due diligence evaluation activities	Tue 4/6/21	Mon 4/19/21
2.5 Assist in the selection of the preferred vendor	Tue 4/20/21	Tue 4/20/21
2.6 Contract negotiations advisory services	Wed 4/21/21	Wed 6/22/21

Exhibit B: Compensation



We are proposing a **total fee of \$128,535** encompassing all activities detailed in the table below for Phase 1 and Phase 2. We anticipate billing the City on a monthly basis for services rendered in the prior month. Hours identified according to the activities listed can be reallocated to different phases to meet the needs of the project in consultation with Plante Moran to provide greater flexibility at the City's option.

Phase 1: Needs, Process, Requirements Assessment and RFP Development	\$ 83,845
Phase 2: ERP Proposal Review, Vendor Selection, and Contract Negotiations	\$ 44,690
Total:	\$ 128,535

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

- Project status meetings will be conducted remotely and occur no more than once weekly with the City's project manager
- Client data and information will be provided to Plante Moran in a reasonable format and time frame requested.
- Project stakeholders will be available to attend meetings and workshops as defined in the approved project schedules developed for each of the project phases.
- Plante Moran recognizes that time is of the essence to complete this project and it will ensure its staff resource capacity will fulfill the scope of services outlined in this proposal.
- Executive sponsorship represents all business areas and actively serves the needs of the project throughout its duration.
- Project risks are documented proactively and mitigation strategies are identified in joint fashion between the City's Project Manager and Plante Moran's consulting team.
- A project management or governance structure is developed with the project core team meeting on a regular basis to discuss project issues and manage change requests so their impact on schedule, resource commitments, costs, and quality can be determined.
- Information presented by Plante Moran is well organized and thorough such that project related decisions are made in a timely manner whenever possible.
- There will be a single draft-to-final process for each deliverable. Plante Moran expects the City to provide timely feedback on the review of all deliverables submitted for review and acceptance.
- Stakeholders scheduled to attend meetings are present and ready to fully participate.
- Stakeholders are represented at the appropriate level so that all of the needs of the City are thoroughly defined, documented and understood for purposes of gaining acceptance.
- City end users and process owners are open to considering business process changes and are willing to share their experiences surrounding current process challenges and desires for the future state processes in addition to those presented by Plante Moran for consideration.
- City staff resource(s) are available to assist with identification and scheduling of staff to participate in interviews and other meetings and to confirm staff availability for meetings.

Compensation by Work Plan Activity

Activity ID	Project Activity	Deliverables	Estimated Hours	Total Fees
Phase 1: Needs, Process, Requirements Assessment and RFP Development				
1.1	Project initiation and define project organizational structure	<ul style="list-style-type: none"> Project initiation meeting Project governance structure Project log including a business issues and action items tracking list Project management tools (Project Baseline Schedule, Quality Management Strategy, Risk Management Strategy) 	4	\$820
1.2	Develop project charter	<ul style="list-style-type: none"> Project charter document detailing project scope, roles and responsibilities of project team and project objectives 	6	\$1,230
1.3	Conduct stakeholder analysis	<ul style="list-style-type: none"> Stakeholder register document Stakeholder engagement strategy informing project communications plan 	6	\$1,230
1.4	Develop and finalize project schedule and plan	<ul style="list-style-type: none"> Detailed project schedule and plan Project collaboration center (SharePoint) Develop project communications plan and reporting frequencies 	4	\$820
1.5	Project control reporting	<ul style="list-style-type: none"> Weekly project status updates and monthly status communications Maintain project issues and response tracking log with decision log Project meeting agendas, minutes, and action item updates 	30	\$6,150
1.6	Review key source documents	<ul style="list-style-type: none"> Review of the City's planning documents, internal analyses, and materials supporting the City's ERP planning assessment Review City's existing systems, including processes, users, reports and controls Assessment of the current technology environment through a questionnaire and follow-up interviews Evaluation of current process maps, standard procedures, and policies 	11	\$2,255

Activity ID	Project Activity	Deliverables	Estimated Hours	Total Fees
		<ul style="list-style-type: none"> Review of Incode support tickets and service requests involving vendor-assisted support for incident resolution 		
1.7	Administer change readiness assessment tools	<ul style="list-style-type: none"> Administer a Change Readiness Assessment survey designed to effectively engage and address the needs of stakeholders to build advocacy Assessment of user confidence and readiness in current practices Project kick-off meeting 	20	\$4,100
1.8	Conduct process owner interviews and workshops for all in-scope business areas	<ul style="list-style-type: none"> Five (5) days of interviews with process owners and key stakeholders Provide draft business use cases (scenarios) detailing improvements to the so they are recognized in operational (tangible) terms Current-state process diagrams for in-scope process areas 	120	\$24,600
1.9	Identify future state business use cases and link to specific business outcomes	<ul style="list-style-type: none"> Four (4) days of use case validation sessions Finalize business use cases (scenarios) detailing improvements so they are recognized in operational (tangible) terms Prioritize the use cases by assigning weighting to business outcomes Associate business use cases with their relevant business specifications Database of prioritized functional and technical ERP systems specifications for inclusion in the RFP process Future-state process diagrams reflecting process gap improvements 	80	\$16,400
1.10	ERP Architecture Evaluation	<ul style="list-style-type: none"> Assessment of current infrastructure Defined Technical Requirements Network security assessment Evaluate ERP architectures 5 year Total Cost of Ownership (TCO) for future state software environment 	30	\$6,150
1.11	RFP preparation and delivery planning	<ul style="list-style-type: none"> Identify procurement advisory and selection team candidates for technical and functional process activities Identify possible evaluation criteria and weighting factors Procurement planning matrix 	18	\$3,690

Activity ID	Project Activity	Deliverables	Estimated Hours	Total Fees
		<ul style="list-style-type: none"> Review procurement decisions for the ERP RFP document 		
1.12	Develop solution selection criteria and define decision making process	<ul style="list-style-type: none"> Vendor selection criteria and specific requirements to be fulfilled RFP solicitation schedule with milestones Evaluator scoring templates 	10	\$2,050
1.13	Develop enterprise application migration plan, technical requirements and interface requirements	<ul style="list-style-type: none"> Identification of recommended applications to be retired, replaced, and retained-integrated with the replacement ERP system Definition of interfaces in the retained systems to be interfaced with the replacement ERP system Confirmation of technical requirements involving existing infrastructure to include security, authentication protocols, network access, etc. Infrastructure hosting or Software-as-a-Service managed service requirements can also be incorporated based upon the City's preference for its system delivery model 	20	\$4,100
1.14	Develop request for proposal (RFP) document	<ul style="list-style-type: none"> Comprehensive list of required and optional modules and functional requirements RFP templates including general terms and conditions for technology procurements Guidelines and vendor questions detailing implementation approach Pricing forms, specification compliance templates, managed (hosted) service capabilities matrix, implementation service hours allocation matrix for vendor and client activities 	40	\$8,200
1.15	Provide assistance to distribute RFP document	<ul style="list-style-type: none"> Vendor contact distribution list to maximize marketplace awareness Identification of vendors with existing partner relationships extending product functionality between core and extended modules 	2	\$410
1.16	Facilitate vendor pre-proposal webinar and provide guidance to answering vendor pre-proposal questions	<ul style="list-style-type: none"> Facilitated vendor pre-proposal meeting Draft responses to vendor clarification questions during open RFP solicitation period Draft RFP addendum (as necessary) 	8	\$1,640
Summary of Phase 1 Activities			409	\$83,845
Phase 2: ERP Proposal Review, Vendor Selection, and Contract Negotiations				

Activity ID	Project Activity	Deliverables	Estimated Hours	Total Fees
2.1	Analyze ERP vendor proposals and support City evaluation process	<ul style="list-style-type: none"> Comprehensive vendor proposal analysis report (See sample deliverable) In-depth cost analysis, summarizing proposed vendor pricing by one-time and ongoing costs for a 10-year, cost of ownership analysis for each qualified, responding vendor Facilitated proposal analysis meeting Documented vendor follow-up questions Scoring to identify semi-finalist vendors 	90	\$18,450
2.2	Facilitate vendor shortlist process	<ul style="list-style-type: none"> Letter templates to send to those vendors who are proceeding forward to demonstrations and/or interviews Demonstration scheduling template Software demonstration agenda and script templates Vendor interview scripts based upon defined business use cases Other due diligence templates, including reference check and site visit questionnaires Scoring forms (matrices) for software demonstrations, vendor interviews, reference checks, potential site visit, and other due diligence 	18	\$3,690
2.3	Facilitate vendor solution demonstrations and interviews	<ul style="list-style-type: none"> Six (6) days of vendor demonstration facilitation support assistance for 2 day demonstrations per vendor Vendor demonstration agendas and use case demo scenarios Vendor demonstration evaluation forms for selection committee Pre-demonstration web conference with vendors to review demo agenda 	58	\$11,890
2.4	Support post-demonstration due diligence evaluation activities	<ul style="list-style-type: none"> Vendor site visit evaluation reference checking forms Vendor evaluation scoring form updates for selection committee Participation in reference interviews via phone or site visit(s) 	4	\$820
2.5	Assist in the selection of the preferred vendor**	<ul style="list-style-type: none"> Tabulated evaluation team scoring forms (matrices) and analysis** Meeting to select finalist vendor Written executive summary framing finalist vendor recommendation Attend City Board meeting in support of recommendation to purchase ERP finalist(s) vendor system(s) 	4	\$820

Activity ID	Project Activity	Deliverables	Estimated Hours	Total Fees
		<ul style="list-style-type: none"> ** Plante Moran recognizes the City's goal that the selected consultant demonstrate an ability to facilitate consensus to assist the core project team in making a final vendor selection for recommendation to the City Board. 		
2.6	Contract negotiations advisory services	<ul style="list-style-type: none"> Contract negotiation strategy checklist and a combined meeting with the procurement and project selection teams Recommended terms and conditions specific to technology solutions and services Examples of previously executed contracts from similar municipalities with vendor accepted terms and conditions Strategies for SOW development to effectively implement the proposer's products and services Recommended terms for vendor cloud-hosted solutions including multi-tenant SaaS and managed services subscription options 44 hours of contract negotiation support to the City's negotiating team. Should the City determine negotiations with the finalist ERP vendor be unproductive, it may elect to open negotiations with the next most qualified vendor. Plante Moran reserves the right to negotiate additional hours to support the process should more than 44 hours be necessary to achieve a negotiated agreement. 	44	\$9,020
Summary of Phase 2 Activities			218	\$ 44,690