

DEPARTMENTAL INPUT

CONTRACT/PROJECT MEASURE ANALYSIS AND RECOMMENDATION

New
 OTR
 Sole Source
 Bid Waiver
 Emergency
 Previous Contract/Project No. N/A

Contract
 Re-Bid
 Other – Access of Other Entity Contract
 LIVING WAGE APPLIES: YES NO

Requisition No./Project No.: BW9983-0/22
 TERM OF CONTRACT YEAR(S) WITH YEAR(S) OTR

Requisition /Project Title: Plante Moran 3rd Party Assurance

Description: Quality Assurance oversite of the ERP contract.

Issuing Department: ITD
 Contact Person: Fred Simmons, Jr.
 Phone: 305-375-4803

Estimate Cost: \$2.25M

Funding Source: GENERAL
FEDERAL
OTHER
Fin Proceeds

ANALYSIS

Commodity Codes:				
Contract/Project History of previous purchases three (3) years Check here <input checked="" type="checkbox"/> if this is a new contract/purchase with no previous history.				
	EXISTING	2ND YEAR	3RD YEAR	
Contractor:				
Small Business Enterprise:				
Contract Value:				
Comments:	N/A			

Continued on another page (s): YES NO

RECOMMENDATIONS

	Set-Aside	Subcontractor Goal	Bid Preference	Selection Factor
SBE				

Basis of Recommendation:

Signed: 	Date sent to SBD:
	Date returned to PM:

Enterprise Resource Planning Solution Third Party Assurance (3PA) Services
Contract No. BW9983-0/22

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between Plante & Moran , a corporation organized and existing under the laws of the State of Michigan, having its principal office at 27400 Northwestern Hwy, PO Box 307, Southfield, MI 48037 (hereinafter referred to as the "Consultant"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Consultant has offered to provide Third Party Assurance (3PA) Services ("Services"), on a non-exclusive basis, that shall conform to the Statement of Work (Attachment A) and all associated attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Consultant has submitted a written proposal dated March 20, 2018 hereinafter referred to as the "Consultant's Proposal" which is incorporated herein by reference; and,

WHEREAS, the County desires to procure from the Consultant such Services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Statement of Work (Attachment A), all other appendices and attachments hereto and all associated addenda, and the Consultant's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Internal Services Department, or the duly authorized representative designated to manage the Contract.
- c) The word "Consultant" to mean Plante & Moran and its permitted successors contracted

to provide the Services outlined in the Statement of Work and the contract documents.

- d) The words " County Protected Data" to mean the following Data: Personnel / Protected Class; HIPAA, SSN / FEIN, Bank Account, Credit Card, Personally Identifiable Information (PII) such as payment card and bank account information, Social Security Numbers, demographic information, financial information, health and medical records, MDC personnel or vendor evaluations, electronic signature data, Protected Class employee and family information.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Consultant to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- j) The words "Statement of Work" to mean the document appended hereto as Attachment A, which details the Services to be performed by the Consultant.
- k) The word "subConsultant" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Consultant, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of Contract with the Consultant.
- l) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Consultant in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Statement of Work (Attachment A), and any associated addenda and attachments thereof, and 3) the Consultant's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such

agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Consultant shall provide the Services set forth in the Statement of Work, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- c) The Consultant acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Consultant shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Consultant shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- e) The Consultant acknowledges that the County shall be responsible for making all policy decisions regarding the Statement of Work. The Consultant agrees to provide input on policy issues in the form of recommendations. The Consultant agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Consultant agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date designated on the first page of this agreement and shall continue through the last day of the Final Acceptance Warranty Period up to four-years and three months. The County reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify

the Consultant in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Consultant, upon approval by the Board of County Commissioners.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

a) to the Project Manager:

Miami-Dade County
Attention: Margaret Brisbane
Phone: 305-596-8320
E-mail: Margaret.Brisbane@miamidade.gov

and,

b) to the Contract Manager: Fred Simmons, Jr.

Miami-Dade County
Internal Services Department, Procurement Management Division
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention:
Phone: (305) 375-4803
E-mail: fred.simmonsjr@miamidade.gov

(2) To the Consultant

Plante & Moran
Attention: Scott Eiler
Phone: (248) 223-3447
E-mail: Scott.Eiler@plantemoran.com

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Consultant warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Consultant deemed necessary in order to determine the price the Consultant will charge to provide the Work and Services to be performed under this Contract.

Compensation shall be for all Services required by this Agreement, furnished and acceptable to the County in manners prescribed by the Statement of Work. Payment to the Consultant for all Services performed under this Agreement, including all approved costs associated with delivery of the Services shall be TWO MILLION TWO HUNDRED FOURTH-FIVE THOUSAND SIX HUNDRED DOLLARS (\$2,245,600). The County shall have no obligation to pay the Consultant

any additional sum in excess of this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Consultant. All Services undertaken by the Consultant before County's approval of this Agreement shall be at the Consultant's risk and expense.

All Services undertaken by the Consultant before County's approval of this Contract shall be at the Consultant's risk and expense.

With respect to travel costs and travel-related expenses, the Consultant agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Consultant may offer incentive discounts to the County at any time during the Contract term, including any renewal or extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Consultant agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Consultant, which are directly attributable or properly allocable to the Services, the Consultant may bill the County periodically, but not more than once per month, upon invoices certified by the Consultant pursuant to Attachment B – Price Schedule. All invoices shall be taken from the books of account kept by the Consultant, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Consultant. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. Billings from prime Consultants under services and goods contracts with the County or Public Health Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subConsultant goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code of Miami-Dade. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Consultant to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Consultant under this Contract. Such retained amount shall be applied to the amount owed by the Consultant to the County. The Consultant shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the

County to the Consultant for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted by the Consultant to the County as follows:

Invoices:

Bill-to-Address:

Miami-Dade County, Finance Department
C/O: Miami-Dade ITD Department
Attn: Shared Services Payable Unit
111 NW 1st Street
26th Floor
Miami, FL 33128

Invoices may be emailed to invsubp@miamidade.gov.

The County may at any time designate a different address and/or contact person by giving written notice to the other Party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

Consultant shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Consultant or its employees, agents, servants, partners principals or subcontractors. Consultant shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Consultant expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Consultant shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The Consultant shall furnish to the Internal Services Department, Procurement Management Division, 111 NW 1st Street, 13th Floor, Miami, FL 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Consultant as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Miami-Dade County must be shown as an additional insured with respect to this coverage.
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- D. Professional Liability Insurance in an amount not less than \$1,000,000.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Consultant.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:
MIAMI-DADE COUNTY
111 NW 1ST STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the Consultant of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Consultant shall have an additional five (5) business days to submit a corrected certificate to the County. If the Consultant fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Consultant shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Consultant shall assure that the Certificates of Insurance required in conjunction with this Section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the Certificate(s) of Insurance is scheduled to expire during the term of the Contract, the Consultant shall submit new or renewed Certificate(s) of Insurance to the County a minimum of ten (10) calendar days before such expiration. In the event that expired Certificates of Insurance are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificates are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Consultant shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Consultant shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Consultant in

all aspects of the Services. At the request of the County, the Consultant shall promptly remove from the project any Consultant's employee, subConsultant, or any other person performing Services hereunder. The Consultant agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Consultant.

- b) The Consultant agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Consultant's personnel performing services hereunder at the behest of the County. Removal and replacement of any Consultant's personnel as used in this Article shall not require the termination and or demotion of such Consultant's personnel.
- c) The Consultant agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Consultant agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Consultant warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Consultant shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Consultant shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONSULTANT

All employees of the Consultant shall be considered to be, at all times, employees of the Consultant under its sole direction and not employees or agents of the County. The Consultant shall supply competent employees. Miami-Dade County may require the Consultant to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all Services and activities under this Agreement, an independent Consultant, and not an employee, agent or servant of the County. All persons engaged in any of the Services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant's sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent Consultant and not as employees and

agents of the County.

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.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Consultant hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Consultant's Proposal; questions as to the interpretation of the Statement of Work; and claims for damages, compensation and losses.
- b) The Consultant shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Consultant agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Consultant must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Consultant and the Project Manager are unable to resolve their difference, the Consultant may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the parties to this Agreement authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Mayor within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Consultant's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Consultant to the County Mayor for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in

writing and deliver a copy of the same to the Consultant. Except as such remedies may be limited or waived elsewhere in the Agreement, Consultant reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Consultant, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Consultant.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Consultant shall maintain, and shall require that its subConsultants and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Statement of Work. The Consultant and its subConsultants and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Consultant's books, documents, papers and records and of its subConsultants and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code of Miami-Dade County, the Consultant will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Consultant agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

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

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Consultant shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Consultant will cause any part of this Agreement to be performed by a SubConsultant, the provisions of this Contract will apply to such SubConsultant and its officers, agents and employees in all respects as if it and they were employees of the Consultant; and the Consultant will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the SubConsultant, its officers, agents, and employees, as if they were employees of the Consultant. The services performed by the SubConsultant will be subject to the provisions hereof as if performed directly by the Consultant.
- b) The Consultant, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed SubConsultant, the portion of the Services which the SubConsultant is to do, the place of business of such SubConsultant, and such other information as the County may require. The County will have the right to require the Consultant not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Consultant will inform the SubConsultant fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such SubConsultant will strictly comply with the requirements of this Contract.
- d) In order to qualify as a SubConsultant satisfactory to the County, in addition to the other requirements herein provided, the SubConsultant must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the SubConsultant must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Consultant's obligations under this Agreement. All SubConsultants are required to protect the confidentiality of the County's and County's proprietary and confidential information. Consultant shall furnish to the County copies of all subcontracts between Consultant and SubConsultants and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Consultant in breach of this Contract, permitting the County to request completion by the SubConsultant of its performance obligations under the subcontract. The clause shall include an option for the County to pay the SubConsultant directly for the performance by such SubConsultant. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subConsultant hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Consultant understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Consultant for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Consultant. The Consultant accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be debarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Consultant may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code of Miami-Dade County.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Consultant.
- e) In the event that the County exercises its right to terminate this Agreement, the Consultant shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. take no action which will increase the amounts payable by the County under this Agreement; and
- f) In the event that the County exercises its right to terminate this Agreement, the Consultant will be compensated as stated in the payment Articles herein for the:

- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Consultant has not delivered Deliverables on a timely basis;
 - ii. the Consultant has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Consultant has failed to make prompt payment to subConsultants or suppliers for any Services;
 - iv. the Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Consultant's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Consultant's affairs have been put in the hands of a receiver;
 - v. the Consultant has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Consultant has failed to provide "adequate assurances" as required under subsection b below;
 - vii. the Consultant has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the County may request that the Consultant, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Consultant's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Consultant for portions of the Services which the Consultant has not performed. In the event that the Consultant fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives may immediately take possession of all applicable equipment,

materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County may so notify the Consultant ("Default Notice"), specifying the basis for such default, and advising the Consultant that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Consultant to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Consultant has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Consultant shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Consultant shall also remain liable for any liabilities and claims related to the Consultant's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Consultant shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Consultant warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Consultant shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Consultant at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.

- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Consultant shall have the obligation to, at the County's option to (i) modify, or require that the applicable subConsultant or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Consultant's expense, the rights provided under this Agreement to use the item(s).
- e) The Consultant shall be solely responsible for determining and informing the County whether a prospective supplier or subConsultant is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Consultant shall enter into agreements with all suppliers and subConsultants at the Consultant's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Consultant or its subConsultants in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Consultant or its employees, agents, subConsultants or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all county employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Consultant nor its employees, agents, subConsultants or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Consultant expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Consultant shall advise each of its employees, agents, subConsultants and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subConsultant's or supplier's employees, present or former. In addition, the Consultant agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Consultant shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Consultant or its employees, agents, subConsultants or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Consultant shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Consultant acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the Consultant will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Consultants and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Consultants' employees with the approval of the lessor or Consultants thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Consultant will report to the County any information discovered or which is disclosed to the Consultant which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Consultant's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Consultant hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Consultant hereunder or furnished by the Consultant to the County and/or created by the Consultant for delivery to the County, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subConsultants and suppliers may use only in connection with the performance of Services under this Agreement. The Consultant shall not, without the prior written consent of the County, use such documentation on any other project in which the Consultant or its employees, agents, subConsultants or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subConsultants specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Consultant nor its employees, agents, subConsultants or

suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, subConsultant or supplier thereof, without the prior written consent of the County, except as required for the Consultant's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its subConsultants and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Statement of Work. Notwithstanding the foregoing, the Consultant hereby grants, and shall require that its subConsultants and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Vendor Registration

The Consultant shall be a registered vendor with the County – Internal Services Department, Procurement Management Division, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the Consultant confirms its knowledge of and commitment to comply with the following:

1. **Miami-Dade County Ownership Disclosure Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
2. **Miami-Dade County Employment Disclosure Affidavit**
(Section 2.8.1(d)(2) of the Code of Miami-Dade County)
3. **Miami-Dade County Employment Drug-free Workplace Certification**
(Section 2-8.1.2(b) of the Code of Miami-Dade County)
4. **Miami-Dade County Disability and Nondiscrimination Affidavit**
(Section 2-8.1.5 of the Code of Miami-Dade County)
5. **Miami-Dade County Debarment Disclosure Affidavit**
(Section 10.38 of the Code of Miami-Dade County)
6. **Miami-Dade County Vendor Obligation to County Affidavit**
(Section 2-8.1 of the Code of Miami-Dade County)
7. **Miami-Dade County Code of Business Ethics Affidavit**
(Sections 2-8.1(i), 2-11.1(b)(1) through (6) and (9), and 2-11.1(c) of the Code of Miami-Dade County)
8. **Miami-Dade County Family Leave Affidavit**
(Article V of Chapter 11 of the Code of Miami-Dade County)
9. **Miami-Dade County Living Wage Affidavit**
(Section 2-8.9 of the Code of Miami-Dade County)
10. **Miami-Dade County Domestic Leave and Reporting Affidavit** (Article VIII, Section 11A-60 - 11A-67 of the Code of Miami-Dade County)
11. **Miami-Dade County E-Verify Affidavit**
(Executive Order 11-116)
12. **Miami-Dade County Pay Parity Affidavit**
(Resolution R-1072-17)
13. **Subcontracting Practices**
(Section 2-8.8 of the Code of Miami-Dade County)
14. **SubConsultant/Supplier Listing**
(Section 2-8.1 of the Code of Miami-Dade County)
15. **Form W-9 and 147c Letter**

(as required by the Internal Revenue Service)

16. FEIN Number or Social Security Number

In order to establish a file, the Consultant's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Consultant's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- Identification of individual account records
- To make payments to individual/Consultant for goods and services provided to Miami-Dade County
- Tax reporting purposes
- To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records

17. Office of the Inspector General

(Section 2-1076 of the Code of Miami-Dade County)

18. Small Business Enterprises

The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.1.1.1.1, 2-8.1.1.1.2 and 2-8.2.2 of the Code of Miami-Dade County and Title 49 of the Code of Federal Regulations.

19. Antitrust Laws

By acceptance of any contract, the Consultant agrees to comply with all antitrust laws of the United States and the State of Florida.

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code of Miami-Dade County requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code of Miami-Dade County relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1 (y), the Miami-Dade County Commission on Ethics and Public Trust (Ethics Commission) shall be empowered to review, interpret, render advisory opinions and letters of instruction and enforce the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Consultant shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Consultant's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Consultant, its officers, agents, employees, subConsultants and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Consultant in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Consultant or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Consultant. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Consultant, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Consultant from the Inspector General or IPSIG retained by the Inspector General, the Consultant shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Consultant's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subConsultants and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Consultant agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and

regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics."
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Consultants from County Work."
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave."
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited."
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 et seq.) "Discrimination."
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 et seq.) "Wage Theft."
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 et seq.) "Business Regulations."
- m) Any other laws prohibiting wage rate discrimination based on sex.

Pursuant to Resolution R-1072-17, by entering into this Contract, the Consultant is certifying that the Consultant is in compliance with, and will continue to comply with, the provisions of items "h" through "m" above.

The Consultant shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Consultant for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Consultant. The Project Manager shall verify the certification(s), license(s), permit(s), etc. for the Consultant prior to authorizing work and as needed.

Notwithstanding any other provision of this Agreement, Consultant shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Consultant, constitute a violation of any law or regulation to which Consultant is subject, including but not limited to laws and regulations requiring that Consultant conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Consultant agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Consultant attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Consultant or any owner, subsidiary or other firm affiliated with or related to the Consultant is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Consultant submits a false affidavit pursuant to this Resolution or the Consultant violates the Act or the Resolution during the term of this Contract, even if the Consultant was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Consultant represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Consultant or to the best of the Consultant's knowledge any subConsultant or supplier to the Consultant.
- c) Neither the Consultant nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Consultant shall have an interest which is in conflict with the Consultant's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with

respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

- e) In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the County's Project Manager. Consultant shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Consultant receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Consultant without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Consultant first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any Consultant, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Consultant and its employees, agents, subConsultants and suppliers will not represent, directly or indirectly, that any product or service provided by the Consultant or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the Consultant has with the County, the Consultant becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Consultant under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

a) User Access Fee

Pursuant to Section 2-8.10 of the Code of Miami-Dade County, this Contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this Contract, or any contract resulting from the solicitation referenced on the first page of this Contract, and the utilization of the County Contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all

Contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The Consultant providing goods or services under this Contract shall invoice the Contract price and shall accept as payment thereof the Contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Consultant participation in this invoice reduction portion of the UAP is mandatory.

b) Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive County Contract pricing and terms and conditions. The County will provide to approved entities a UAP Participant Validation Number. The Consultant must obtain the participation number from the entity prior to filling any order placed pursuant to this Section. Consultant participation in this joint purchase portion of the UAP, however, is voluntary. The Consultant shall notify the ordering entity, in writing, within three (3) business days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the Consultant shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

The County shall have no liability to the Consultant for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the Consultant and shall be paid by the ordering entity less the 2% UAP.

c) Consultant Compliance

If a Consultant fails to comply with this Article, that Consultant may be considered in default by the County in accordance with Article 24 of this Contract.

ARTICLE 40. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, for all contracts for goods and services, the Consultant, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify the South Florida Workforce Investment Board ("SFWIB"), the designated Referral Agency, of the vacancy and list the vacancy with SFWIB according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the SFWIB. If no suitable candidates can be employed after a Referral Period of three to five days, the Consultant is free to fill its vacancies from other sources. Consultant will be required to provide quarterly reports to the SFWIB indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of contract until Consultant performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the FSHRP are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 41. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Consultant shall comply with the Public Records Laws of the State of Florida, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Consultant upon termination of the contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida's Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128

ARTICLE 42. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Consultant and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 43. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subConsultants agree to the same restrictions and conditions that apply to the Consultant and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;

6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Consultant must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

Article 44 COUNTY PROTECTED DATA

The Consultant expressly agrees to be bound by, and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals. Such indemnity obligation shall be subject to the obligations pursuant to County Protected Data. Consultant personnel and subcontractors are required to adhere to provisions for protection of County Protected Data, as defined herein.

ARTICLE 45. ANNUAL APPROPRIATIONS

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Board of County Commissioners. Cancellation will not cause any penalty or expense to the County, except as may be provided for by the Contract, and any payments agreed upon for which funds have been appropriated and budgeted.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the contract date herein above set forth.

Consultant

Miami-Dade County

By: _____

By: _____

Name: _____

Name: Carlos A. Gimenez

Title: _____

Title: Mayor

Date: _____

Date: _____

Attest: _____

Attest: _____

Corporate Secretary/Notary Public

Clerk of the Board

Corporate Seal/Notary Seal

Approved as to form
and legal sufficiency

Assistant County Attorney

ATTACHMENT A
Third Party Assurance (3PA) Services
Statement of Work

Project Approach

Miami-Dade County is in the midst of a County-wide Enterprise Resource Planning (ERP) initiative that is intended to replace disparate legacy systems with a single integrated solution. This project will impact staff County-wide and have ramifications from a People, Process and Technology perspective. Plante Moran recently assisted the County in procurement due diligence activities that has resulted in the selection of the ERP Contractor/PeopleSoft solution. Plante Moran has recently been involved over the last several months in assisting the County in negotiating a contract and Statement of Work (SOW) for an ERP contract.

As part of the process for ERP implementation, the County requires the services of an experienced Third Party Assurance (3PA) provider that will work with the County to provide a variety of services and mitigate risk associated with the implementation of the ERP solution. The 3PA services to be provided are summarized as follows:

On-Going Project Assurance Deliverables Assurance and Payment Authorizations:

The services performed will be aligned to the activities that are documented in ERP Contractor's Statement of Work (SOW) for implementing the PeopleSoft and Hyperion modules at the County.

Third-Party Assurance (3PA) Services:

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.

Details on the activities to be performed are described below.

1) On-Going Project Assurance

To provide assurance that County and ERP Contractor implementation activities are on the path to success, Plante Moran staff will participate in and evaluate key implementation tasks. To allow the County to correct any noted deficiencies, Plante Moran will provide written feedback in the recurring monthly status reports, on implementation tasks which are not being satisfactorily completed. Additionally, as needed Plante Moran will prepare documents specific to certain issues, concerns or items of interest in which the Executive Steering Committee or other project areas wish to obtain an unbiased opinion as to the topic at hand.

2) Independent Monitoring and Reporting on Project Progress

Included in quality assurance activities, Plante Moran will monitor compliance of ERP Contractor to their roles and responsibilities as documented in the SOW. Plante Moran will provide the results of compliance monitoring through monthly status reports to project management and project sponsors. To ensure timely, independent communication of project activities and progress, Plante Moran will:

A. Prepare a Third Party Assurance Plan (Deliverable No. PM01)

B. Prepare Monthly Status Reports to Executive Steering Committee (Deliverable No. PM02)

- C. Prepare Close-Out Memo (Deliverable No. PM05 – PM12) upon completion of each phase within the ERP Solution Rollout approach to include:
- I. Plan (PM05)
 - II. Analyze (PM06)
 - III. Design (PM07)
 - IV. Build (PM08)
 - V. Test (PM09)
 - VI. Deploy (PM10)
 - VII. Post Implementation Support (PM11)
 - VIII. Deliver status updates to the Executive Steering Committee (ESC) and/or County Commission, as requested

3) Third-Party Assurance (3PA) Services

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.

Further details on the activities to be performed are described below.

1. **On-Going Project Assurance**

To provide assurance that County and ERP Contractor implementation activities are on the path to success, Plante Moran staff will participate in and evaluate key implementation tasks. To allow the County to correct any noted deficiencies, Plante Moran will provide written feedback in the recurring monthly status reports, on implementation tasks which are not being satisfactorily completed. Additionally, as needed Plante Moran will prepare documents specific to certain issues, concerns or items of interest in which the Executive Steering Committee or other project areas wish to obtain an unbiased opinion as to the topic at hand.

1.1 **Independent Monitoring and Reporting on Project Progress**

Included in quality assurance activities, Plante Moran will monitor compliance of ERP Contractor to their roles and responsibilities as documented in the SOW. Plante Moran will provide the results of compliance monitoring through monthly status reports to project management and project sponsors. To ensure timely, independent communication of project activities and progress, Plante Moran will:

- Prepare a **Third Party Assurance Plan (Deliverable No. PM01)**
- Prepare **Monthly Status Reports to Executive Steering Committee (Deliverable No. PM02)**
- Prepare **Close-Out Memo (Deliverable No. PM05 – PM12)** upon completion of each phase within the ERP Contractor Rollout approach to include:
 - Plan (PM05)
 - Analyze (PM06)
 - Design (PM07)
 - Build (PM08)
 - Test (PM09)
 - Deploy (PM10)
 - Post Implementation Support (PM11)
- Deliver status updates to the Executive Steering Committee (ESC) and/or County Commission, as requested

1.2 Review of Key Implementation Tasks

For each major phase of the project, Plante Moran will perform and/or review the following key implementation assurance tasks:

1.2.1 Project Staffing

- Evaluate the project's personnel planning to verify that adequate project staff will be available and that appropriate staff are placed in the various project positions.
- Verify that on-going business and technical support for the system is being discussed such that implementation plans will allow support staff to be adequately trained and prepared to provide support and system/vendor management after go-live.
- Verify that the project's organizational structure supports training, process definition, risk management, quality assurance, configuration management, product testing and any other functions critical for the project's success.
- Review project team roles and responsibilities and discuss resource availability, competing projects and potential issues.
- Ensure that the project schedule appropriately incorporates black-out dates related to project staff unavailability for the project.
- Ensure that the black-out dates have been appropriately communicated to key project staff.
- Meet with project team leads (or entire teams) and identify signs of burnout.
- Monitor the resolution of staffing issues on the project.
- Monitor that appropriate staff resources are assigned to the various project activities.
- Verify that proper scheduling of project resources is being performed.
- Verify with extended team member staff and their management that expectations as to staff member involvement are realistic and being communicated effectively and in advance of their need.

1.2.2 Review Facilities Preparation Activities

- Verify that appropriate facilities for all aspects of the project have been secured.
- Verify that appropriate physical and other resources have been identified and procured for the project.
- Verify that a plan for on-boarding County and ERP Contractor staff has been developed to include on-site and off-site access to project resources, including technical resources.

1.2.3 Review Other Preparatory Activities to Mitigate Risk

- Review the degree to which documentation on existing systems and business processes have been collected.
- Assess the degree to which existing interface information has been collected to include data flows and agreements with those that maintain third-party system interfaces.

1.2.4 Communications and Change Management for Overall Project

- Verify that resistance to change is anticipated and prepared for by using principles of change management at each step (such as excellent communication, participation, incentives) and having the appropriate leadership (executive pressure, vision, and actions) throughout the reengineering process.
- Ensure that departmental planning sessions are conducted to provide a project level overview to departmental staff and to assess issues and concerns that departmental staff may have relative to the project. The results of these sessions should be reviewed by the Change Management team to determine what actions, if any, need to be taken.
- Verify that the project team has conducted an internal expectation setting session to discuss expected outcomes for each of the module areas.
- Determine the need to document all existing policies and the impact to those policies during system implementation. Verify whether or not this process has been established and, if not, why.
- Participate in the development of the key set of bullets (elevator speech) that all of the Functional Leads will learn that defines why the County is doing the project at this time.
- Ensure that the Stakeholder Analysis is complete with appropriate actions being incorporated into the Project Work Plan and Communications and Change Management Plan.
- Verify that expectations of the County Auditor's office in terms of involvement on the project and communication methods with the PMO group have been determined.
- Discuss with the County project team lessons learned from other previous ERP implementations.
- Verify that project staff understand and can anticipate the various phases of the project as it relates to change. This includes the key leads and members of the Change Management team.
- Verify that the reengineering plan has the strategy, management backing, resources, skills and incentives necessary for effective change.
- Verify that communication processes and procedures exist and are being followed.
- Evaluate the project's communication processes and procedures to verify they support communications and work product sharing between all project stakeholders including vendors; and assess if communication plans and strategies are effective, implemented, monitored and complete.
- Ensure that the change management plan identifies major project milestones and how they can be celebrated by the project.
- Regularly review communication plans including audience, frequency of communication and identify areas of improvement.

1.2.5 Business Process Improvement

- Verify the project's ability and plans to redesign business processes to achieve improvements in critical measures of business performance, such as cost, quality, service, and speed.
- Verify that a process is in place to ensure that existing business processes are being challenged versus replicating existing business processes with new technology. Periodically verify that this approach is being followed during system implementation.
- Verify that a process is in place for documenting process improvements.

1.2.6 Knowledge Transfer

- Verify that sufficient knowledge transfer occurs for the maintenance and operation of the new Solution.
- Ensure that knowledge transfer assessments are being performed throughout the course of the project.

1.2.7 Risk Management

- Participate in risk assessment session(s).
- Evaluate the project's risk management processes and procedures to verify that risks are identified and quantified and that mitigation plans are developed, communicated, implemented, monitored, and complete.
- Provide on-going monitoring of project risks.

1.2.8 Contract Management

- Verify that the obligations of contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) have been reviewed and are understood by *County team* leads.
- Verify that the obligations of contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) have been reviewed and are understood by *ERP Contractor team* leads.
- Verify that the obligations of contractors and external staff (terms, conditions, statement of work, requirements, standards, development milestones, acceptance criteria, delivery dates, etc.) have been reviewed and are understood by *project management staff from the County and ERP Contractor*.

1.2.9 Project Schedule and Status

- Verify that project deliverables and milestones, as documented in the ERP Contractor SOW, are included in the overall project plan.
- Verify that internally produced client documents are also documented as well.
- Evaluate the estimating and scheduling process to ensure that the project planning assumptions, budget, and resources are adequate to support the work-breakdown structure and schedule.

- Ensure that an agreed to process has been developed for keeping the project schedule current.
- Ensure that an agreed to process has been developed for managing the overall project schedule.
- Verify that the location of the Project Calendar has been considered.
- Verify that responsibility has been assigned for the scheduling of rooms and staff for technical and consulting resources and coordinating these activities with ERP Contractor.
- Verify that the frequency of various project status meetings has been considered and documented with standing agendas defined.

1.2.10 General Project Management Tools and Structure

- Verify that a project collaboration environment has been established with version control, documentation standards and other project management principles that are accessible, appropriately structured and appropriately secured for use by non-project participants to ensure that they have access to project-related information.
- Verify that an executive mandate coming from the executive sponsor has been developed and communicated to County staff.
- Verify that a process is in place for receiving, reviewing and approving contract payments.
- Verify the existence and institutionalization of an appropriate project issues and action item tracking mechanism that documents issues and action items as they arise, enables communication of issues and action items to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issues and action items to closure.
- Verify that meeting management tools and templates have been established.
- Verify that a status reporting process has been established to satisfy the varying reporting requirements of the County's project and management structure.
- Verify that a process is in place to document how decisions will be made and documented as well as an escalation process for review and concurrence on critical project decisions within the project's governance structure.
- Verify that a project change order process exists that includes the following steps: for each change in the approved scope of the project, evaluate the description of the change, the reason for the change, and the impact of the change, particularly on the cost and schedule baselines of the project.
- Verify that a process is in place to resolve functional gaps identified during system implementation.
- Verify that a process is in place to identify, track and conclude on project activities (e.g., specific module functionality, implementation of additional modules, etc.) that are to be deferred after the go-live of a particular Rollout.

1.2.11 Review Project Preparation Activities for Budget Management

- Verify that a budget tracking and monitoring process is in place and make recommendations.
- Verify whether discussions have occurred as to the need to track staff time on the project.
- Verify that a projected cash flow for the project has been incorporated as part of the budget tracking process.

1.2.12 Project Administration

- Evaluate the effective use of the tracking of project issues and action items.
- Evaluate project tracking of project decisions.
- Evaluate progress on project milestones, key dates, and dependencies.
- Verify that appropriate tracking of major technical components, including completion of interface development, report development data conversion, training, testing and other major components, is being performed.
- Verify that the individual teams' schedules are being monitored and tracked.
- Verify that the process for tracking completion of team homework assignments is being performed.
- Participate in team lead meetings, as appropriate.
- Verify that a standing agenda has been established for team leads project management status meetings and recommend agenda changes.
- Participate in project management status meetings.
- Participate in other ad-hoc project meetings, as appropriate.
- Review the process in which meeting minutes are developed and archived.
- Review project status reports and make recommendations.
- Review budget status.

1.2.13 Project Kick-Off

- Verify that the appropriate kick-off meetings have been identified to include the various project stakeholders both internal and external to the project teams.
- Review and provide feedback on the agenda and content of the kick-off meetings.

1.2.14 Analyze and Design

- Verify that the right participants are included in the SmartStart sessions.
- Assess the level of openness to process change throughout the course of the SmartStart phase of the project.
- Verify that the right participants are included in the Conference Room Pilot sessions and Fit/Gap Analysis workshops.
- Verify that the system design documents are comprehensive for implementation.

- Assess whether the new Business Process Maps have the appropriate level of detail included for process design, security, controls and training.

1.2.15 Chart of Accounts Development

- Verify that Chart of Account changes and their impact to the organization are being conducted.

1.2.16 Change Management

- Participate in on-going discussions related to change management activities.
- If required, verify that any necessary re-setting of (internal and external) customer expectations of staff availability has occurred.
- Determine if documentation of the number of touch points with staff external to the project for communication is a management expectation and verify that this information is being captured.
- Review the process in how updates to user procedures and forms are being made and communicated to the organization.
- Regularly review communication plan including audience, frequency of communication and identify areas of improvement.
- Monitor on-going execution of change management activities.
- Ensure that communications to relevant stakeholders regarding process changes are being performed.
- Review how major project milestones are being celebrated by the project team

1.2.17 Security and Workflow

- Verify that staff functions of security and workflow administrators, who will establish permissions and workflow within the system for all applications, are included as part of the project and on an on-going basis after go-live.
- Verify that security and workflow administrators sit in on consulting sessions to understand the needs around security and workflow.
- Verify the security plan being adopted follows best practice and is manageable by the project and operations team.

1.2.18 IT and Business Process Controls

- Review design documents to ensure that segregation of job duties and responsibilities are instituted.
- Review system configurations to ensure support appropriate controls.
- Review redesigned business processes to ensure they adhere to proper IT and process controls.
- Review the security set-up approach to ensure support of business process controls.
- Review the workflow approach to ensure that developed workflows support proper business process controls.

- Review the process for ensuring the appropriateness of roles/privileges assigned to users and/or administrators.
- Review the approach for establishing user and group security profiles.
- Review the approach to determine the use of application audit trails and auditing tools/capabilities.
- Review the approach for determining the use of application security monitoring functions, tools and processes.
- Analyze application security review processes. Determine if user access is periodically reviewed by business owners.
- Verify that existing controls are re-evaluated and redesigned for any modified business process considering requirements for timely and accurate financial reporting, segregation of duties, levels of authority, etc.
- Perform follow-up review to assess the implementation of recommendations/requirements throughout the course of the implementation including minimally during design, testing, go-live and post go-live.
- Review the approach for ensuring that proper IT controls are in place to support the implemented business processes.

1.2.19 Development Services

- Verify that parameters have been established and are followed to determine the prioritization of customizations.
- Participate in activities related to the delineation of development activity between ERP Contractor and the County.
- Verify that a mechanism has been established to define how specific customizations will be tracked against available hours. Verify that the technical deliverables defined during the design sessions are being developed.
- Verify that the ERP Contractor plan for tracking remote development adheres to contract requirements.
- Verify Unit Testing plans have been defined with scenarios for each Functional specification.
- Monitor unit testing progress associated with defined technical deliverables.
- Verify that decisions and activities have been established to migrate legacy data that will not be converted but is considered required for some length of time after go-live.
- Monitor conversion error rates and assess if the error rates are manageable.
- Review and monitor data conversion progress.
- Review the process and results of the user procedures and forms that have been developed.

1.2.20 Testing

- Evaluate the plans, requirements, environment, tools, and procedures for system testing.
- Review and provide feedback on test preparation logistics.
- Verify that parameters have been established and are being followed relative to the "freezing" of system information.
- Verify whether HIPAA or other compliance related training needs are a requirement for the project.
- Evaluate the plans, requirements, environment, tools, and procedures for interface testing of the system.
- Review and provide feedback on the process that is being followed to develop the Test Cases and scenarios.
- Verify that test scenarios cover all requirements.
- Verify that controls scenarios are built into the test scenarios and test scripts.
- Verify that appropriate IT and business process controls are tested.
- Review results of performance tests compared to benchmarks and provide feedback.
- Review results of tests of the system with configuration and security parameters included and provide feedback.
- Review the progress of test execution and tracking to resolution of test defects.

1.2.21 Training and Documentation

- Verify that a process and tool has been established and is being followed to track users that attend the various training sessions.
- Verify that sufficient knowledge transfer occurs for the maintenance and operation of the new product.
- Review and make recommendations on the number and characteristics of trainers that will be conducting the end-user training sessions.
- Review and make recommendations on the training locations and associated equipment that has been defined for the project.
- Verify that the required training equipment has been procured in advance of training sessions.
- Review and make recommendations on the training strategy and materials that are being developed for end-user training.
- Verify that the training material supports appropriate business process controls.
- Verify that user-friendly training materials and help desk services are easily available to all users.
- Verify the training approach towards the scheduling and tracking of end-users for the training sessions.
- Verify that plans are in place to prepare training classrooms.

- Verify that training was effective to ensure sufficient knowledge transfer occurs for the maintenance and operation of the new product.
- Verify that copying and distributing of training material has been incorporated into the training plan.

1.2.22 Go-Live and Post Go-Live Activities

- Participate in cut-over planning activities, as required.
- Verify steps in cut-over plan are being performed.
- Review documented results of testing the cut-over plan.
- Verify that a plan has been established to manage and triage the potential large number of calls that will occur within a short period of time after go-live.
- Analyze business and IT operations' ability to manage day to day functions post go-live and when these activities should transition from the project team to the on-going support team.
- Analyze business and IT operations' ability to manage day to day functions post go-live and the requirement for having ERP Contractor staff on-site for a period of time after go-live.
- Review and monitor plans to move project staff back to their operational areas.
- Verify and provide feedback on the establishment of "freeze dates" prior to go-live.
- Verify that a Plan has been established to identify areas that will be postponed to post go-live with the decision documented and approved.
- Verify that on-going system administration processes have been designed, developed and deployed.
- Review and verify that a Go Live Readiness Assessment checklist has been developed.
- Review and provide feedback on the results of the Readiness Assessment.
- Review and verify that fiscal year-end and other first time execution of critical client processes after go-live are considered as part of the planning process.
- Monitor progress on the Cutover Plan.
- Verify the decision as to when project issues logs will be transitioned from the project to on-going support.
- Verify that assignment of responsibility for monitoring error logs for the system has been defined.

4) Deliverables Assurance and Payment Authorizations

Plante Moran will work closely with County staff to review every ERP Contractor contract Deliverable as defined in the Statement of Work (SOW) with ERP Contractor and provide comments and recommendations to facilitate timely completion of Deliverables. Plante Moran will provide the County with written assurance that each ERP Contractor deliverable satisfies

agreed upon acceptance criteria and County Specifications. As applicable, Plante Moran will provide specific payment authorization memos for accepted Deliverables.

- Review and provide feedback on ERP Contractor project Deliverables.
- Document review in a **Payment Authorization Memo (Deliverable No. PM03)** if the Deliverable is tied to (a) payment(s)

Document review in a **Deliverable Review Memo (Deliverable No. PM04)** if the Deliverable is not tied to a payment

5) Facilities/Tools/Equipment/Security Requirements

Regarding work performed on-site on County premises, the Plante Moran project team will be co-located with the ERP Contractor and County project teams during business hours in Miami, Florida at office spaces provided by County at no cost to Plante Moran. Other expenses are the responsibility of Plante Moran. County will be responsible for all costs associated with use of its facilities, including all charges incurred by County from third parties for the installation and use of telephones and network connections for project purposes only. County will be responsible for providing working facilities to Plante Moran prior to work being initiated. Each Plante Moran consultant will need a work space. Each consultant work space should have a desk with Internet access, and telephone for project use only.

Each full-time Plante Moran consultant will have access to County's email system and a County email address and active directory access where appropriate for communicating with the project team.

County will provide Plante Moran project staff with appropriate security access credentials to County's designated work location throughout the term of this SOW within two (2) weeks of their assignment start date. County will provide Plante Moran project staff with escorted access as needed within the two weeks prior to provision of the credentials.

6) Staffing Assumptions:

- ❖ Plante Moran Staffing will provide 3PA services for the first three ERP project Rollouts based on the schedule noted in the ERP contract Statement of Work (SOW).
- ❖ The Plante Moran project team, although actively involved in working with the County ERP Project Management Office (PMO) will have a direct reporting relationship to the Project Sponsor and Executive Steering Committee (ESC).
- ❖ The Plante Moran traveling consultants will follow an onsite and offsite work schedule that follows the Plante Moran compensatory tax policies that support the prevention of compensatory tax costs. County will in no event be responsible or liable for any compensatory tax costs for any Plante Moran personnel.
- ❖ Plante Moran and the County will mutually agree to a flexible work schedule to accommodate traveling consultants. In accordance with County/building Security policies, County will provide after-hours access to County facilities to Plante Moran personnel. With prior approval of County, remote Plante Moran personnel may work hours other than those defined as typical business hours for Plante Moran per County defined schedules.
- ❖ Core project business hours for which meetings between Plante Moran, the ERP Contractor, and the County will typically be held and for which staff are expected to be onsite will be mutually agreed upon per the ERP contract Project Management Plan.

Attachment B Plante & Moran Price Schedule

Plante Moran provides the following pricing to assist the County through the provision of the ERP 3PA Consulting Services as part of system implementation. Pricing for Traveling Consultants is inclusive of all travel and incidental expenses. The timeline is based on the timeframes defined in the ERP Contractor’s Statement of Work (SOW) to deploy the PeopleSoft Financial, Supply Chain Management, HCM and Hyperion applications. Certain pricing assumptions have been made as follows:

1. The Engagement Partner rate is based on a Traveling Consultant.
2. The Project Manager rate is based on a Traveling Consultant.
3. The Lead Consultant rate is based on a Traveling Consultant.

A summary of the 3PA costs delineated by Fiscal Year and Rollout depicted as follows:

	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	Rollout Totals
3PA Only, Rollout 1	\$272,800	\$697,000	\$528,200	\$0	\$1,498,000
3PA Only, Rollout 2 Incremental	\$0	\$88,000	\$238,200	\$161,200	\$487,400
3PA Only, Rollout 3 Incremental	\$0	\$0	\$74,250	\$185,950	\$260,200
3PA Only, All Rolls	\$272,800	\$785,000	\$840,650	\$347,150	\$2,245,600

Detailed information on the cost proposal is provided in the attached spreadsheet.



Microsoft Excel
Worksheet

3PA Payment Schedule

Plante Moran 3PA Payment Schedule

Rollout	Phase	Deliverable #	Deliverable/Milestone	Estimated Submission Month (Based on July 1, 2018 Start Date)	Payment Amount
1	AESG	PM01	Third Party Assurance Plan	1	\$115,200
1	Plan	PM05	Plan Phase Close-Out Memo	2	\$88,100
1	Analyze	PM06	Analyze Phase Close-Out Memo	3	\$69,500
1	Design	PM07	Design Phase Close-Out Memo	7	\$175,900
1	Build	PM08	Build Phase Close-Out Memo	13	\$521,100
1	Test	PM09	Test Phase Close-Out Memo	19	\$173,700
1	Deploy	PM10	Deploy Phase Close-Out Memo	22	\$181,300
1	Post-Implementation Support	PM11	Post-Implementation Support Close-Out Memo	25	\$173,200
Rollout 1 Total:					\$1,498,000
2	Plan	PM05	Plan Phase Close-Out Memo	7	\$8,800
2	Analyze	PM06	Analyze Phase Close-Out Memo	10	\$26,400
2	Design	PM07	Design Phase Close-Out Memo	14	\$35,200
2	Build	PM08	Build Phase Close-Out Memo	20	\$52,800
2	Test	PM09	Test Phase Close-Out Memo	26	\$97,000
2	Deploy	PM10	Deploy Phase Close-Out Memo	28	\$106,000
2	Post-Implementation Support	PM11	Post-Implementation Support Close-Out Memo	31	\$161,200
Rollout 2 Total:					\$487,400
3	Plan	PM05	Plan Phase Close-Out Memo	23	\$33,000
3	Analyze	PM06	Analyze Phase Close-Out Memo	24	\$8,250
3	Design	PM07	Design Phase Close-Out Memo	26	\$16,500
3	Build	PM08	Build Phase Close-Out Memo	28	\$16,500
3	Test	PM09	Test Phase Close-Out Memo	30	\$16,500
3	Deploy	PM10	Deploy Phase Close-Out Memo	31	\$8,250
3	Post-Implementation Support	PM11	Post-Implementation Support Close-Out Memo	34	\$161,200
Rollout 3 Total:					\$260,200
Total Payment Amount:					\$2,245,600

3PA Staffing Plan

Plante Moran 3PA Staffing - Rollout 1 Only

Plante Moran Project Roles					Engagement Partner		Project Manager		Lead Consultant		Totals		
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
Roll-Outs (to include post go-live support periods)													
						FY 17-18 Rate:	\$275	FY 17-18 Rate:	\$270	FY 17-18 Rate:	\$250	\$448,700	
						FY 18-19 Rate:	\$275	FY 18-19 Rate:	\$270	FY 18-19 Rate:	\$250	\$694,800	
						FY 19-20 Rate:	\$275	FY 19-20 Rate:	\$270	FY 19-20 Rate:	\$250	\$354,500	
						FY 20-21 Rate:	\$275	FY 20-21 Rate:	\$270	FY 20-21 Rate:	\$250	\$0	
												\$1,498,000	
													FY Totals
													Fees
													\$272,800
2017 - 2018 Fiscal Year													
Jan-18						0	\$0	0	\$0	0	\$0	0	\$0
Feb-18						0	\$0	0	\$0	0	\$0	0	\$0
Mar-18						0	\$0	0	\$0	0	\$0	0	\$0
Apr-18						0	\$0	0	\$0	0	\$0	0	\$0
May-18						0	\$0	0	\$0	0	\$0	0	\$0
Jun-18						0	\$0	0	\$0	0	\$0	0	\$0
Jul-18						80	\$22,000	160	\$43,200	200	\$50,000	440	\$115,200
Aug-18						60	\$16,500	80	\$21,600	200	\$50,000	340	\$88,100
Sep-18						40	\$11,000	50	\$13,500	180	\$45,000	270	\$69,500
													\$697,000
2018 - 2019 Fiscal Year													
Oct-18						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Nov-18						24	\$6,600	50	\$13,500	160	\$40,000	234	\$60,100
Dec-18						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Jan-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Feb-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Mar-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Apr-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
May-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Jun-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Jul-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Aug-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Sep-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
													\$528,200
2019 - 2020 Fiscal Year													
Oct-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Nov-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Dec-19						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Jan-20						16	\$4,400	50	\$13,500	160	\$40,000	226	\$57,900
Feb-20						16	\$4,400	60	\$16,200	160	\$40,000	236	\$60,600
Mar-20						24	\$6,600	60	\$16,200	160	\$40,000	244	\$62,800

Plante Moran 3PA Staffing - Rollout 1 Only

					Plante Moran Project Roles									
Roll Outs (to include post go-live support periods)					Engagement Partner		Project Manager		Lead Consultant		Totals			
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Fees
Apr-20						16	\$4,400	60	\$16,200	160	\$40,000	236	\$60,600	
May-20						16	\$4,400	40	\$10,800	160	\$40,000	216	\$55,200	
Jun-20						24	\$6,600	40	\$10,800	160	\$40,000	224	\$57,400	
Jul-20						0	\$0	0	\$0	0	\$0	0	\$0	
Aug-20						0	\$0	0	\$0	0	\$0	0	\$0	
Sep-20						0	\$0	0	\$0	0	\$0	0	\$0	
2020 - 2021 Fiscal Year														\$0
Oct-20						0	\$0	0	\$0	0	\$0	0	\$0	
Nov-20						0	\$0	0	\$0	0	\$0	0	\$0	
Dec-20						0	\$0	0	\$0	0	\$0	0	\$0	
Jan-21						0	\$0	0	\$0	0	\$0	0	\$0	
Feb-21						0	\$0	0	\$0	0	\$0	0	\$0	
Mar-21						0	\$0	0	\$0	0	\$0	0	\$0	
Apr-21						0	\$0	0	\$0	0	\$0	0	\$0	
May-21						0	\$0	0	\$0	0	\$0	0	\$0	
Jun-21						0	\$0	0	\$0	0	\$0	0	\$0	
Grand Total:					540	\$148,500	1,350	\$364,500	3,940	\$985,000	5,830	\$1,498,000	\$1,498,000	

Plante Moran 3PA Staffing - Rollout 2 Incremental

Plante Moran Project Roles					Plante Moran Project Roles									
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM	Engagement Partner		Project Manager		Lead Consultant		Totals		Fees
						Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	
						FY 17-18 Rate:		FY 17-18 Rate:		FY 17-18 Rate:				
						FY 18-19 Rate:		FY 18-19 Rate:		FY 18-19 Rate:				
						FY 19-20 Rate:		FY 19-20 Rate:		FY 19-20 Rate:				
						FY 20-21 Rate:		FY 20-21 Rate:		FY 20-21 Rate:				
Jan-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Feb-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Mar-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Apr-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
May-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Jun-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Jul-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Aug-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Sep-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
						2017 - 2018 Fiscal Year		2017 - 2018 Fiscal Year		2017 - 2018 Fiscal Year		2017 - 2018 Fiscal Year		\$0
Oct-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Nov-18						0	\$0	0	\$0	0	\$0	0	\$0	\$0
Dec-18						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Jan-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Feb-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Mar-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Apr-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
May-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Jun-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Jul-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Aug-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Sep-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
						2019 - 2020 Fiscal Year		2019 - 2020 Fiscal Year		2019 - 2020 Fiscal Year		2019 - 2020 Fiscal Year		\$238,200
Oct-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Nov-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Dec-19						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Jan-20						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Feb-20						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800
Mar-20						4	\$1,100	10	\$2,700	20	\$5,000	34	\$8,800	\$8,800

Plante Moran 3PA Staffing - Rollout 3 Incremental

					Plante Moran Project Roles												
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM	Engagement Partner		Project Manager		Lead Consultant		Totals		Fees			
						Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees				
						2017 - 2018 Fiscal Year											
Jan-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Feb-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Mar-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Apr-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
May-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jun-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jul-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Aug-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Sep-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
						2018 - 2019 Fiscal Year											
Oct-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Nov-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Dec-18						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jan-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Feb-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Mar-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Apr-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
May-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jun-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jul-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Aug-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Sep-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
						2019 - 2020 Fiscal Year											
Oct-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Nov-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Dec-19						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Jan-20						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Feb-20						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
Mar-20						0	\$0	0	\$0	0	\$0	0	\$0	0	\$0		
						\$74,250											

Plante Moran 3PA Staffing - Rollout 3 Incremental

					Plante Moran Project Roles									
Roll-Outs (to include post go-live support periods)					Engagement Partner		Project Manager		Lead Consultant		Totals			
					Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM									
Apr-20						8	\$2,200	40	\$10,800	80	\$20,000	128	\$33,000	
May-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Jun-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Jul-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Aug-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Sep-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
2020 - 2021 Fiscal Year														
Oct-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Nov-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Dec-20						2	\$550	10	\$2,700	20	\$5,000	32	\$8,250	
Jan-21						8	\$2,200	40	\$10,800	160	\$40,000	208	\$53,000	
Feb-21						8	\$2,200	40	\$10,800	160	\$40,000	208	\$53,000	
Mar-21						16	\$4,400	40	\$10,800	160	\$40,000	216	\$55,200	
Apr-21						0	\$0	0	\$0	0	\$0	0	\$0	
May-21						0	\$0	0	\$0	0	\$0	0	\$0	
Jun-21						0	\$0	0	\$0	0	\$0	0	\$0	
Grand Total:						56	\$15,400	240	\$64,800	720	\$180,000	1,016	\$260,200	\$260,200
														\$185,950

Plante Moran 3PA Staffing - All Rollouts

Roll-Outs (to include post go-live support periods)					Plante Moran Project Roles									
Month	1 - Financial Procurement	2 - HR/Payroll	3 - Budget	4 - OBIA Finance / Procurement	5 - OBIA HCM	Engagement Partner		Project Manager		Lead Consultant		Totals		Fy Totals
						Hours	Fees	Hours	Fees	Hours	Fees	Hours	Fees	
Apr-20						28	\$7,700	110	\$29,700	260	\$65,000	398	\$102,400	
May-20						22	\$6,050	60	\$16,200	200	\$50,000	282	\$72,250	
Jun-20						30	\$8,250	60	\$16,200	200	\$50,000	290	\$74,450	
Jul-20						10	\$2,750	50	\$13,500	180	\$45,000	240	\$61,250	
Aug-20						10	\$2,750	50	\$13,500	180	\$45,000	240	\$61,250	
Sep-20						10	\$2,750	50	\$13,500	180	\$45,000	240	\$61,250	
2020 - 2021 Fiscal Year						728	\$200,200	2,020	\$545,400	6,000	\$1,500,000	8,748	\$2,245,600	\$2,245,600
Oct-20						10	\$2,750	50	\$13,500	180	\$45,000	240	\$61,250	
Nov-20						10	\$2,750	50	\$13,500	180	\$45,000	240	\$61,250	
Dec-20						18	\$4,950	50	\$13,500	180	\$45,000	248	\$63,450	
Jan-21						8	\$2,200	40	\$10,800	160	\$40,000	208	\$53,000	
Feb-21						8	\$2,200	40	\$10,800	160	\$40,000	208	\$53,000	
Mar-21						16	\$4,400	40	\$10,800	160	\$40,000	216	\$55,200	
Apr-21						0	\$0	0	\$0	0	\$0	0	\$0	
May-21						0	\$0	0	\$0	0	\$0	0	\$0	
Jun-21						0	\$0	0	\$0	0	\$0	0	\$0	
Grand Total:						728	\$200,200	2,020	\$545,400	6,000	\$1,500,000	8,748	\$2,245,600	\$2,245,600

Rollout	FY 2017 - 2018	FY 2018 - 2019	FY 2019 - 2020	FY 2020 - 2021	Totals
3PA Only, Rollout 1	\$272,800	\$697,000	\$528,200	\$0	\$1,498,000
3PA Only, Rollout 2 Incr	\$0	\$88,000	\$238,200	\$161,200	\$487,400
3PA Only, Rollout 3 Incr	\$0	\$0	\$74,250	\$185,950	\$260,200
3PA Only, All Rolls	\$272,800	\$785,000	\$840,650	\$347,150	\$2,245,600

Rollout	Total Costs	FY 2017 - 2018				FY 2018 - 2019				FY 2019 - 2020				FY 2020 - 2021			
		Q2 2018	Q3 2018	Q4 2018	Q1 2019	Q2 2019	Q3 2019	Q4 2019	Q1 2020	Q2 2020	Q3 2020	Q4 2020	Q1 2021	Q2 2021	Q3 2021	Q4 2021	
Costs by Fiscal Year:	#####																
3PA Only Costs	\$2,245,600		\$272,800				\$785,000				\$840,650				\$347,150		
Costs by Rollout - 3PA Only:																	
Rollout 1 - Financial, Procurement	\$1,498,000						\$1,498,000										
Rollout 2 - HR/Payroll	\$487,400						\$487,400										
Rollout 3 - Budget	\$260,200										\$260,200						

Plante Moran - Hourly Rate Table

Role	Name	Rates		Rates		Rates		Rates	
		Base	Traveling	Base	Traveling	Base	Traveling	Base	Traveling
		FY 2017-2018		FY 2018-2019		FY 2019-2020		FY 2020-2021	
Engagement Partner	Scott Eiler	\$240	\$275	\$240	\$275	\$240	\$275	\$240	\$275
Project Manager	Robin Milne	\$235	\$270	\$235	\$270	\$235	\$270	\$235	\$270
Lead Consultant	Lori Blackmon	\$215	\$250	\$215	\$250	\$215	\$250	\$215	\$250

CPI Increase:

0%

Loaded Travel Cost/hr:

\$35

3PA Project Deliverables

A summary of the deliverables that Plante Moran will be responsible for developing as part of providing 3PA Services are as follows.

DELIVERABLE NUMBER	DELIVERABLE – DESCRIPTION	CONTENT	FREQUENCY
Third-Party Assurance (3PA) Services Deliverables			
PM01	Third Party Assurance Plan	<ul style="list-style-type: none"> Overall 3PA approach Scope of services to be provided Manner in which services will be provided 	Once
PM02	Monthly Executive Steering Committee (ESC) Status Report	<ul style="list-style-type: none"> Project dashboard Significant risks Significant issues Significant change orders Significant milestones Significant deliverables Project schedule summary Tasks completed this period Tasks planned but not completed Tasks planned for the next period Project budget status 	Monthly
PM03	Payment Authorization Memo	<ul style="list-style-type: none"> Feedback on Payment Deliverable Recommendation for payment 	Per ERP Contractor Payment Deliverable
PM04	Deliverable Review Memo	<ul style="list-style-type: none"> Feedback on ERP Contractor project deliverables 	Per ERP Contractor Deliverable
PM05	Plan Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Plan & Discover phase 	Per Rollout
PM06	Analyze Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Analyze phase 	Per Rollout
PM07	Design Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Design phase 	Per Rollout

DELIVERABLE NUMBER	DELIVERABLE – DESCRIPTION	CONTENT	FREQUENCY
PM08	Build Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Build phase 	Per Rollout
PM09	Test Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Test phase 	Per Rollout
PM10	Deploy Phase Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Deploy phase 	Per Rollout
PM11	Post Implementation Support Close-Out Memo	<ul style="list-style-type: none"> Phase close-out memo summarizing the status of activities performed during the Post Implementation Support phase 	Per Rollout

3PA Project Deliverables Summary

- A. Prepare a Third Party Assurance Plan (Deliverable No. PM01)
- B. Prepare Monthly Status Reports to Executive Steering Committee (Deliverable No. PM02)
- C. Prepare Close-Out Memo (Deliverable No. PM05 – PM12) upon completion of each phase within the ERP Solution Rollout approach to include:
 - ❖ Plan (PM05)
 - ❖ Analyze (PM06)
 - ❖ Design (PM07)
 - ❖ Build (PM08)
 - ❖ Test (PM09)
 - ❖ Deploy (PM10)
 - ❖ Post Implementation Support (PM11)
 - ❖ Deliver status updates to the Executive Steering Committee (ESC) and/or County Commission, as requested.

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End of Document

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