

RESOLUTION NO. 14-17
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Bill Serr ON
THE 20th DAY OF March, 2017.

A RESOLUTION RATIFYING THE ACTION TAKEN BY THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, TO ENTER INTO AN AGREEMENT WITH PLANTE MORAN, PLLC FOR FINANCIAL SOFTWARE SYSTEM SELECTION CONSULTING SERVICES.

WHEREAS, it had become necessary for the City to upgrade its current Financial Software System; and

WHEREAS, an agreement has been executed between the City of Centerville and Plante Moran, PLLC for Financial Software System Selection Consulting Services in order that said upgrades can be made.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the action taken by the City Manager to execute an agreement between the City of Centerville and Plante Moran, PLLC for Financial Software System Selection Services, be and is hereby ratified in the amount of \$69,600, a copy of said agreement is attached hereto and incorporated herein, marked as Exhibit "A".

Section 2. That the City Manager is hereby authorized and directed to execute and deliver any and all documents, certifications, and representations as he deems necessary or desirable to accomplish the purposes and terms of this purchase.

Section 3. That this Resolution shall become effective immediately upon passage.

PASSED this 20th day of March, 2017.



Mayor of the City of Centerville, Ohio

ATTEST:

Carin R. Andrews

Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of resolution Number 14-17, passed by the Council of the City of Centerville, Ohio, on the 20th day of March, 2017.

Carin R. Andrews

Clerk of Council

Approved as to form, consistency with
the Charter and Constitutional Provisions.

Department of Law
Scott Liberman
Municipal Attorney

Proposal to Provide ERP Software System Selection Consulting Services

CITY OF CENTERVILLE, OH | FEBRUARY 21, 2017

plante

moran

audit • tax • consulting



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plante.com

February 21, 2017

Mr. Jonathan Hudson, Finance Director
City of Centerville
100 West Spring Valley Rd.
Centerville, OH 45458

Dear Mr. Hudson:

Plante Moran, PLLC (Plante Moran) is pleased to provide this proposal to the City of Centerville, OH (the City) to provide Enterprise Resource Planning Software (ERP) System Selection Consulting Services. We are very excited about the possibility of working with the City on this very important project.

As one of the largest consulting and accounting firms nationally, we are well qualified and have extensive experience in serving the public sector. Additionally, Plante Moran's proposed project team brings to this engagement extensive knowledge and experience gained in working with public sector clients in conducting ERP system needs assessments, system selections and implementation of ERP solutions. We offer the following benefits:

- Significant experience in conducting ERP system needs assessment, selection and implementation projects for public sector clients for over 30 years.
- Significant and recent experience in performing ERP needs assessment and selection projects for public sector organizations that use legacy systems including:
 - City of Appleton, WI
 - City of East Lansing, MI
 - City of Flagstaff, AZ
 - Huron Clinton Metroparks Authority, MI
 - Town of Longboat Key, FL
 - City of Sault Ste. Marie, MI
- Significant and recent experience with Ohio clients performing ERP related projects for local public sector agencies, including:
 - City of Cleveland
 - City of Dublin
 - Cuyahoga County Public Library (CCPL)
 - Central Ohio Transit Authority (COTA)
 - Cuyahoga County
 - Solid Waste Authority of Central Ohio (SWACO)
- Our project professionals are members of national and local organizations dedicated to improving the financial and technology operations of public sector organizations including GFOA, OGFOA, PTI, ICMA and GMIS.



PROPOSAL TO PROVIDE FINANCIAL SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

- We have successfully negotiated contracts with many of the software vendors that you will likely be considering. Through our negotiations process, we have been able to save our clients significant costs and included other protections in the contract.
- Complete independence from all ERP system software providers allows us to select a system that best meets the needs of the client. Through our numerous system selection projects, we have gained significant experience and knowledge of providers of ERP software solutions for public sector entities and the pros/cons of their solutions.
- Significant experience in developing information technology strategic plans for public and private sector clients allows us to gain further insight into the uses of technology and systems by our public sector clients.
- As accountants and advisors to nearly 200 government agencies, our Firm is well recognized as one of the leading providers of independent, objective advice.
- A strong project team, blending public sector systems, process, best practices, and re-engineering expertise.

Our proposed team blends the technology and public sector operations knowledge with seasoned, management consultants to work on this important initiative. We believe that based upon these experiences and the quality of our proposed team, we are well qualified to provide objective and comprehensive ERP consulting services for City of Centerville.

If you have any questions concerning this proposal or need to contact any of the project team members, please contact myself at 248.223.3447 or Mark Warner at 248.223.3799.

Very truly yours,

PLANTE MORAN, PLLC



Scott Eiler, Partner

Table of Contents

1. Statement of the Project Approach	3
2. Price Proposal.....	22
3. Engagement Agreement/Approval	23
Appendix A: Plante & Moran Profile.....	24
Appendix B: Consultant Resumes	29
Appendix C: References	33
Appendix D: Professional Services Agreement.....	38

1. Statement of the Project Approach

CURRENT SITUATIONAL ANALYSIS AND PROJECT SCOPE

We understand that the City of Centerville has been operating on the Select financial software system from Harris Computer Systems for many years. The City has observed increasing antiquated functionality within this legacy system as well as decreased levels of vendor support for the software over the past several years and finds itself amongst the last several remaining customers of the Select product. Additionally the City has identified that many departments track core financial and other City business information separate and independent from the functions managed in Select and that the lack of a modern system causes inefficiencies. Consequently, the City finds itself operating a dated system with declining support and, based on the resulting risk and lack of functionality, has concluded that a software replacement project is required. The City has performed some high level market research to understand that there are several ERP software systems that may meet the City's financial management needs currently being provided via the Select system. As such the City has prioritized its efforts, intends to review and refine its budget for a new ERP, and is currently considering the hiring of a consultant to perform the following activities:

- Conduct interviews to assess the needs for a new ERP solution to replace the legacy management functions of the Select system
- Guidance through the RFP creation for ERP software
- Assist the City in the selection of a new ERP solution

METHODOLOGY OVERVIEW

Having performed similar ERP projects for many large and medium size public sector organizations over the years, Plante Moran's seasoned project consultants have developed and refined a proven methodology and set of related tools that provide outstanding and valued service to our clients by leveraging best practices while incorporating the unique needs of our clients. Our methodology to help the City select an ERP vendor includes the following phases:



The **Needs Assessment** phase will focus on review of ERP-related processes to generate critical requirements, as well as identification of major shadow systems associated with existing processes. The intent of this phase is to increase the understanding of high process and technology-related issues, as well as the identification of critical and unique software needs of the City for inclusion in a subsequent RFP document. The visual on the following page illustrates the anticipated outcomes of completing the up-front needs assessment phase.

The **RFP Preparation** phase will include assistance in the development of a Request for Proposal (RFP) and relevant vendor selection criteria.

The **Solution Selection** phase will include the evaluation of vendor responses and assisting with due diligence activities culminating in the selection of a preferred vendor solution.

Beyond proceeding to the implementation phase, the **Contract Negotiation** phase will include support to the City's project management team in the negotiation of a contract agreement with the selected ERP vendor.

PROJECT WORK PLAN

Phase 0: Project Initiation / Project Management



Phase Objective and Summary of Activities: The purpose of this phase is to conduct activities that are relevant to initiating the project as well as managing the project over time, enhancing its success for the City. The major activities to be performed are as follows:

- Develop a Project Organizational Structure that defines staff roles and expectations
- Develop a detailed Project Plan identifying the activities, responsibilities and timing of tasks necessary to complete the project
- Establish a Project Collaboration Environment to act as a repository for project information
- Conduct periodic status meetings to monitor project progress

Measurable Objective(s)	Deliverable(s) / Milestones
Manage the defined project through to successful completion within budget and on schedule while meeting project goals and objectives	Project Organizational Structure Project Plan Project Collaboration Center Meeting Agendas

1. Project Initiation

A project initiation conference call will be conducted to introduce the project team, finalize the project scope, deliverables and timetables. These objectives will be accomplished through the development of a project organizational structure, project charter, detailed project plan and regularly scheduled progress meetings.

2. Define Project Organizational Structure

As standard practice in the majority of our engagements, especially those related to technology and process transformation, we have designed a very collaborative approach to ensure a high probability of success.

During the early stages of the project we suggest creating a cross-functional group of representatives from essential departments to be involved in the process. This group will be involved in all aspects of defining system needs, selecting a new system and creating an environment of collaboration and communication between critical organizational departments. They are suggested to increase the probability of long-term project success within the City.

Additionally, we would also anticipate formation of project teams that consist of process owners and process end-users of the various processes being executed (i.e., Core Accounting, Procurement, Budgeting, Payroll, HR etc.) These teams would be used to validate developed system requirements and

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

provide input during the vendor due diligence phase of the project. It is also anticipated that these groups would also form the basis of the project teams during the implementation phase of the project.

We cannot overemphasize the importance of including system users and process owners in all phases and thus have designed a very participative approach to satisfy all key project stakeholders. We would anticipate assisting the City in defining the following roles and responsibilities.

Sample ERP Roles and Responsibilities

The following table identifies the sample roles and responsibilities for City staff related to activities during the needs assessment and selection phase of the project.

Role	Employee Type	Responsibility
Project Sponsor	City Administrator or other senior City department director.	<ul style="list-style-type: none">• Maintain the project vision• Act as the project champion• Be visibly committed to the project• Provide a strategic perspective when defining the needs for a future ERP system and associated processes• Remove project roadblocks
Project Manager	Finance or IT Director or designee	<ul style="list-style-type: none">• Ensure that prompt and clear communications to City department staff is conducted• Manage project activities• Oversee planning activities associated with project• Ensure that project deliverables are reviewed by appropriate City staff• Provide progress updates to City management, City Council and other interested stakeholders• Participate as a member of the Project Steering Committee• Facilitate vendor communications• Lead and coordinate City resources for contract negotiations

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

Role	Employee Type	Responsibility
Project Selection Committee	Key Department Directors and/or Subject Matter Experts	<ul style="list-style-type: none"> • Work with the City departments to ensure that all software functional needs have been identified and prioritized (musts, wants) • Develop proposed vendor selection criteria and weightings • Review and approve release of the RFP document • Review and provide feedback on vendor proposals • Participate in vendor proposal analysis meeting to determine and recommend finalist vendors • Participate in software vendor demonstrations and integrator presentations • Conduct reference checking and site visits, if performed • Solicit input from the Module Leads (if not a module lead) regarding the vendors' solutions • Conduct scoring of finalist vendor solutions • Recommend preferred vendor solution
Project Steering Committee (Optional)	Project Sponsor Other Senior-Level City Staff	<ul style="list-style-type: none"> • Steer the Project Managers • Address issues presented by the Project Manager • Clear roadblocks that jeopardize project success • Create the conditions to make the Project Manager successful in their role • Review and decide on proposed changes to organizational policies and procedures that will be impacted by the project • Review and make decisions on project change orders • Review and approve significant project recommendations (e.g., recommended vendor solution)
Project Administrator	Administrative staff person	<ul style="list-style-type: none"> • Schedule various meetings • Act as a liaison between the outside consultant and City related to various project logistics • Facilitate vendor communications • Take minutes at meetings • Ensure project communications are distributed • Tabulate vendor demonstration evaluation sheets

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

Role	Employee Type	Responsibility
Outside Consultant	Plante Moran	<ul style="list-style-type: none"> • Facilitate the needs assessment and selection phase, as defined in the roles & responsibilities matrix. • Apprise the project manager of current and potential project risks and discusses means of mitigating these risks • Work with the City project manager in scheduling, planning and conducting the on-site visits • Provide guidance to the City throughout the project • Develop key project deliverables
Module Leads	Process Owners	<ul style="list-style-type: none"> • Provide information on current City systems, processes and shadow systems used • Articulate needs and desires for a new ERP and associated processes • Develop an understanding of how a future ERP and associated processes might operate • Review and approve module specifications • Review and provide feedback on appropriate sections of vendor proposal responses • Participate in vendor script development activities • Participate in software vendor demonstrations • Provide feedback on demonstration and due diligence activities • Conduct due diligence on software vendors • Review project deliverables for accuracy and completeness
Technical Team	Internal IT Staff	<ul style="list-style-type: none"> • Define technical requirements • Review and provide feedback on vendor proposals • Conduct due diligence on technical aspects of the vendors' solutions • Assess the impact of vendor solutions on the City technology infrastructure • Ensure vendor solutions conform with City technical standards

3. Develop Project Charter

At the start of the project, the City can develop a Project Charter using samples from Plante Moran that will provide a framework for the following areas of focus:

- Project overview and Vision statement
- Project stakeholders
- Project influences
- Scope plan. At the current time, the following scope is anticipated for the City:
 - In Scope (ERP modules)
 - General Ledger and Financial Reporting
 - Budgeting
 - Project / Grant Accounting
 - Fixed / Capital Assets
 - Purchasing (including requisitions)
 - Accounts Payable
 - Misc. Billing and Accounts Receivable
 - Payroll
 - Human Resources
 - Utility Billing
 - Permit, Inspection and Code Enforcement
 - Integration
 - ERP integration requirements to key City enterprise software systems, as defined
 - Out of Scope
 - Public Safety Records Management Systems
 - Parks & Recreation and Golf Scheduling Systems
 - Geographic Information Systems
 - Enterprise Asset Management Systems
 - Electronic Content / Document Management Systems
 - Shared services / interagency transaction processing
- Project staffing

4. Develop Project Plan

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

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

We will work with the leadership group during this activity to design a Project Plan that is appropriate and meets the City's overall priorities. It is estimated that the project effort will take approximately 4-6 months from project initiation to the City's decision on a preferred finalist vendor.

5. Establish Project Collaboration Center

Over the last few years, collaboration environments such as Microsoft SharePoint have become increasingly viable tools in which to establish project collaboration environments for projects with stakeholders spanning several departments across the organization. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an ERP engagement.

During this activity, we will work with the City to assist in establishing a Project Collaboration Center including design, structure, security, user guide and content.

6. Schedule and Moderate Project Status Meetings

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely, or addressed early on, to minimize wasted effort and keep the project on schedule. We will schedule periodic status conference calls with the City's leadership group to collectively:

- Report on the status of the Project Plan and timeline
- Re-schedule tasks as necessary and update Project Plan
- Discuss major open issues and develop strategies to address them
- Discuss opportunities and strategies for onsite vs remote consulting assistance.

Phase 1: Needs Assessment



Phase Objective and Summary of Activities: The purpose of this phase is to conduct a needs assessment related to key financial management and human resources/payroll process areas relevant to the project for the purpose of identifying functional requirements that will be used as part of the process for evaluating proposed ERP solutions. Activities to be included in this phase are as follows:

- Meet with staff to begin the establishment of expectations and vision for a future environment composed of new technologies, changes in business operations and organizational structure
- Obtain and review relevant documents to obtain background information on the current and desired ERP environment
- Assess the City's current ERP environment
- Conduct departmental interviews

Measurable Objective(s)	Deliverable(s) / Milestones
Established future vision related to people, processes and technologies	Interview Schedules
Established staff expectations on a future environment with a new ERP	Critical and Unique System Requirements and interfaces
Knowledge of current financial management and human resources work processes	

1. Review Documents

Plante Moran will request and review the appropriate, relevant documentation to gain a comprehensive understanding of the City's ERP-related operations and current technologies. Documents to be reviewed include the following:

- Mission Statements
- Previous studies that are relevant to the project
- Relevant operating policies and procedures
- Relevant process and function descriptions/handbooks, pre-existing workflow documentation/flowcharts, such as those that the City has already developed
- Organizational charts
- Cost models, current operating budget detail, purchasing plans for technology, etc.
- Relevant hardware, software and network diagrams, and/or other documents, illustrating the layout, networking, etc.
- Listing of existing systems supporting the various business processes that will be evaluated for potential replacement or interfacing to the new ERP
- Listing of additional "shadow systems" and non-integrated systems

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

- Listing of transaction & operating volumes anticipated for the future ERP environment
- Critical systems to be interfaced with the new software
- Outstanding enhancement requests on current relevant systems
- Locations of all sites involved in the project, identification of sites that share common property, identification of sites to be visited, and schedules of staff for visits
- City standards for hardware, software, network operating systems, protocols, etc.
- Departmental interview questionnaires

2. Conduct Stakeholder Interviews

We anticipate using a participative approach involving City staff interacting with our consultants to assess current software systems, identify the strengths and limitations in existing systems, and realistic timelines. We have found that an inclusive approach tends to yield the greatest return to the client and dramatically improves implementation success rates. After reviewing the documentation collected, Plante Moran will conduct interviews with teams representing departments directly involved with the City's key business processes which ERP vendors typically address. During the interviews, we will discuss key current business and technological workflows and processes within the City. These interviews will address the following areas:

- Inventory and use of existing business processes and systems
- Identification of system deficiencies/limitations and discussion of proposed solutions
- Identification of major shadow systems that have been developed
- Plans for process and technology changes
- Needs for data sharing and integration including interaction with Clients, the State, outside agencies, and other City departments
- Existing processes and workflows

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

Phase 2: RFP Preparation



Phase Objective and Summary of Activities: The purpose of this phase is to develop a Request for Proposal (RFP) for purposes of soliciting responses from vendors who provide ERP implementation services and solutions for entities similar in size and complexity to the City. This will include the following activities:

- Define Vendor Selection Criteria and Weighting Factors to evaluate vendor responses
- Define a Decision-Making process that will be used to guide the evaluation and ultimate decision on a selected vendor
- Develop and finalize ERP Software Specifications
- Develop and distribute a Request for Proposal (RFP) to providers of ERP software solutions

Measurable Objective(s)	Deliverable(s) / Milestones
Develop a Request for Proposal (RFP) that represents the needs of the City.	Vendor Selection Criteria Decision-Making Process ERP Software Specifications Request for Proposal (RFP)

1. Develop Solution Selection Criteria and Define Decision-Making Process

Our selection approach will enable the City to identify the overall finalist, in conjunction with other due diligence tasks (i.e., reference checks, site visits, etc.). Before proceeding with release of the RFP, we will facilitate a discussion with the Steering Committee regarding the selection criteria and weighting factors that will be used to analyze Request for Proposal (RFP) responses and additional analysis for the finalist vendors. The following list illustrates sample criteria and weighting factors we have successfully used to select software solutions for government clients. The Steering Committee will define criteria appropriate to the circumstances and environment of the City. The list also explains how the ranking of RFP responses occurs:

Criterion: Software Specification Compliance

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

Criterion: Vendor Background Questionnaire Responses

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

Criterion: Costs

- One-time and on-going support costs are tallied
- Compare costs of each vendor

Criterion: Professional Services Contract Compliance

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

Criterion: Implementation Schedule Compliance

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

We recommend using a tiered process in which to evaluate RFP responses and subsequent performance relative to due diligence activities. For example, the City may wish to specify minimum criteria (i.e., responsiveness criteria) that all responding vendors are required to meet in order for their bid response to be considered (e.g., bid response does not exceed a particular dollar figure, etc.). For those vendors meeting the minimum criteria, their bid responses will be evaluated against a second level of criteria prior to any formal due diligence activities, vendor demonstrations, etc. This evaluation will be based solely on their RFP response. The top two or three vendors that score the highest on this second round of scoring will be considered the finalist vendors.

For the finalist vendors, a more comprehensive scoring process is typically used and is based on the following sources of information:

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

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

- | | |
|----------------------------------|-----|
| • General Vendor Characteristics | 30% |
| • Functional Requirements | 35% |
| • Technical Requirements | 15% |
| • Other Vendor | 15% |
| • Cost | 5% |

An Excel template we have used on numerous client assignments will be provided to record the Steering Committee scores and calculations, allowing for a numerical ranking of the proposed solutions to be

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

calculated. We believe it is important to establish this weighting of criteria prior to release of the RFP such that it removes as much bias as possible from the selection process. Additionally, we will normally describe the detailed evaluation process in the RFP itself such that the vendor's understand how their solution is being evaluated.

2. Develop ERP Software Specifications

As a basis for the development of software specifications, we will leverage existing best practice ERP software specifications that we have developed for government clients with similar size/complexity along with critical and unique specifications and interfaces that were defined in the assessment phase of the project. These software specifications, when combined with the City's unique requirements, will form the basis of the City's functional requirements.

The ERP Software Specifications will be distributed to City Module Leads for review. City project team members will have the responsibility to review and make changes on the Software Specifications.

We typically recommend that our clients setup internal meetings to review and discuss changes to the Software Specifications. The final version of the Software Specifications will be incorporated in the RFP. This activity ensures that feedback is continually sought from the users and entrenches their engagement in the process.

Scoring Methodology Overview

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

- Y Functionality is provided out of the box through the completion of a task associated with a routine configurable area that includes, but is not limited to, user-defined fields, delivered or configurable workflows, alerts or notifications, standard import/export, table driven setups and standard reports with no changes. These configuration areas will not be affected by a future upgrade. The proposed services include implementation and training on this functionality, unless specifically excluded in the Statement of Work, as part of the deployment of the solution.
- R Functionality is provided through reports generated using proposed Reporting Tools.
- T Functionality is provided by proposed third party functionality (i.e., third party is defined as a separate software vendor from the primary software vendor). The pricing of all third party products that provide this functionality MUST be included in the proposal.
- M Functionality is provided through customization to the application, including creation of a new workflow or development of a custom interface that may have an impact on future upgradability.
- F Functionality is provided through a future general availability (GA) release that is scheduled to occur within 1 year of the proposal response.
- N Functionality is not provided.

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

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

H	High	This would be a feature that you already have and use in your current software or, alternatively, is available and/or tracked in a shadow system (i.e., spreadsheet, document, external database, etc.).
M	Medium	This is a feature that you would like in the new system that is not currently being tracked or is not existing functionality.
L	Low	This would be a feature that is not applicable at this time or something that could be a future deployment.

3. Develop Request for Proposal (RFP) Document

Based on the interview process and other data gathering questionnaires, we will develop or assist in the development of a draft RFP document to solicit vendor responses in a format that will ease analysis. The RFP is minimally expected to include the following:

- Background information on the City and the scope of the project, including:
 - Current environment
 - Technology standards
 - Operating volumes
 - Key interfaces required
- A discussion of the timeline and approach being taken by the City to select a finalist software solution, including:
 - Intent
 - Selection criteria
 - Timeline
- Guidelines for ERP software and implementation vendors to submit proposals
 - Proposal response format
 - Implementation services requested
- Software specifications
- Various forms for the vendors to complete and return, including:
 - Software and Hardware Specifications
 - Vendor Background Questionnaire
 - Pricing Summary
 - Reference Forms
- Attachments as appropriate

We will distribute the RFP to the City for review, feedback and edits to update it to a final version.

Phase 3: Solution Selection



Phase Objective and Summary of Activities: The purpose of this phase is to conduct due diligence activities associated with respondents to the RFP and to assist the City in conducting due diligence activities to reach a decision on a selected vendor. This will include the following activities:

- Assist with ERP Vendor Q&A prior to the proposal due date
- Present Proposal Response Analysis
- Provide guidance on additional due diligence activities (i.e., vendor demonstrations, reference checking, site visits, etc.)
- Assist with conclusion on a preferred vendor

Measurable Objective(s)	Deliverable(s) / Milestones
Vendor is selected based on a consensus decision	RFP Addendum ERP Proposal Analysis Demonstration Agenda and Materials Selected ERP Vendor

1. RFP Distribution

We anticipate that the City procurement policy would, as is common with many local public sector organizations, require that City staff be the formal key point of contact for the RFP. Thus, we anticipate the RFP distribution process will follow the procedure as defined by the Purchasing Department and the City will be responsible for RFP distribution via those channels. As such, we would expect that the City's Purchasing staff would act as the first line of vendor communication for a formal written Q&A and RFP response process.

2. Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe

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

If the City's purchasing policy or organizational preferences would direct as such, we can *optionally* assist the City in coordinating a vendor pre-bid meeting for the RFP. We would expect to assist the City with planning the vendor pre-bid meeting, including communications and logistics. We would anticipate the City would facilitate the pre-bid meeting and conduct all necessary follow-up and communication. We would conduct a pre-bid de-brief call with the City to discuss the outcomes of the pre-bid meeting.

3. Analyze Proposals and Select Semi-Finalists

Prior to the proposals being received by the City, we will facilitate a meeting with the Module Leads and Selection Committee members to discuss the proposal analysis including tools to be used and roles and responsibilities of the various review groups.

Upon receipt of the proposals, Plante Moran will work with the City to determine if responding vendors meet the Minimum Criteria established by the City earlier in the process. We will conduct a conference call with the City to perform this review. It will be the responsibility of the City to communicate to any vendors not meeting the Minimum Criteria.

Through a semi-automated process we have successfully used on numerous other engagements, we will tabulate the responses to the Software Specifications that are provided by the vendors and produce a series of related reports within the first few days of receiving the proposal responses for City staff to assist them in performing their analysis.

Depending on the number of proposals received, approximately two weeks after receiving the proposal responses, we will facilitate a meeting with the Module Leads and Software Selection Committee members to discuss their analysis and present our analysis to the group. Our analysis will include the following areas of review:

- Compliance with Software Specifications
- Costs; including hardware, software, professional services, maintenance, etc.

This will include discussion as to the relative merits of the various vendors and their general position within the government ERP Marketplace. Together, we will use the decision-making process determined earlier to assist the City in selecting the 2 – 3 Finalist vendors with whom the City will conduct due diligence tasks (i.e., demonstrations, reference checking, site visits, etc.)

As is oftentimes the case, the City may require certain clarifications of vendor proposals. We expect to create a list of these questions and requests for clarification during the Proposal Analysis meeting. We will work with City Purchasing to submit these questions and requests for clarification to the vendors for their written response. As with their RFP response, we would expect that these written responses would ultimately become part of the Agreement with the Preferred Vendor.

4. Assist in Developing Vendor Demonstration Agendas and Other Due Diligence Templates

We will provide the City with sample vendor demonstration scripts and agenda that are intended to direct the vendor demonstrations towards the ERP needs of the City. These scripts are intended to have the vendors demonstrate their products according to desired processes within the City such that staff attending the demonstrations can understand not only whether the vendor's product will support their processes, but also how well the product can support their processes. Furthermore, these scripts allow for a more standardized process from which to compare the vendors.

Additionally, we will assist the City in the development of material to use during the vendor demonstration and due diligence activities including:

- Vendor demonstration agenda
- Letters to send to those vendors who are proceeding forward upon receipt of their RFP responses as well as letters to send to those vendors whose solutions are not being considered based on initial review of their RFP responses

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

- Forms to document vendor information during the vendor demonstrations, reference checking and potential site visit processes

We anticipate that just prior to the RFP release, we will facilitate a meeting with the Module Leads to discuss script development activities such that they can be working on development of the scripts after the RFP has been released and prior to receipt of the proposal responses.

5. Conduct Vendor Demonstrations

The City will contact the semi-finalist Vendors and participate in a software demonstration with the selected vendors with each demonstration estimated at one to three days per vendor. The demonstrations will be held at the City and will include a cross-section of staff from the City. An agenda and demonstration scripts will be provided to the vendors by the City. Evaluation forms, which will be provided by Plante Moran, will be used to score each vendor's performance and functionality. These evaluation forms will be tabulated by the City using the demonstration evaluation spreadsheet we provide. We will work with the City's project manager and Selection Committee to plan out the number of vendor demonstrations and duration for each demonstration. For purposes of our proposal, we have assumed that the City will perform the on-site demonstration facilitation. We can *optionally* participate in the demonstrations at a different level, upon request. We will conduct a debrief discussion if desired with the City after each of the vendor demonstrations.

6. Conduct Additional Due Diligence Activities

In addition to vendor demonstrations, there are a number of activities that we strongly recommend the City undertake to conduct additional due diligence on the finalist vendors including both reference calls and site visits.

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

We will conduct a de-brief conference call with City staff to review the due diligence information gathered during the reference calls and site visits, including the results of the demonstration evaluations. The City may decide to have the final two vendors conduct subsequent software demonstration that will focus on very specific areas of review. We will work with the City to coordinate these demonstration activities and any other necessary due diligence or vendor offering clarifications, including the development of any second round demonstration agenda and/or scripts.

7. Assist in the Selection of a Preferred Vendor

As the City completes its due diligence activities and is ready to proceed, we will facilitate a meeting with the City Selection Committee to review and discuss the results of demonstrations, vendor proposals and other due diligence activities, to perform an assessment of the relative strengths and weaknesses and proceed with making a decision on a Preferred Vendor using the decision-making process developed

previously. At the City's request, we can assist with preparing a high level presentation of the Selection Committee's finalist recommendation to the City Council along with a synopsis of the needs assessment and selection process intending to gain concurrence from the City Council to proceed with contract negotiations.

Phase 4: Contract Negotiation



Objective and Summary of Activities: The purpose of this task is to participate in contract negotiations with the selected vendor to ensure a performance-based, milestone payment contract for software and services. For purposes of our proposal we have assumed that we will be assisting the City with the contract for a single ERP vendor. Should the City conclude to negotiate multiple contracts based on its finalist vendor decision, we can support the City as needed under a change order to our agreement. The following table summarizes the objectives and deliverables or key milestones of this task.

Measurable Objective(s)	Deliverable(s) / Milestones
Vendor contract that effectively mitigates risk and establishes a foundation for successful implementation.	Signed Vendor Agreement

1. Support the City's Contract Negotiations including Developing Statement of Work

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

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

During this activity, based on funding availability and preferences, the City will determine and conclude on the specific scope of software, services and optional items which it will purchase from the finalist vendor(s). As part of this activity we will also review work the Statement of Work (SOW) developed by the selected software vendor and provide input to the City for consideration before finalizing. Plante Moran can be onsite for any final board recommendations.

Phase 5: Implementation Management Assistance (OPTIONAL)

Objective and Summary of Activities: *While the City does not intend to engage Plante Moran at this time for this future phase, we have included a description of our potential role in the City's implementation of the selected ERP system for the City's review.* The purpose of this optional phase is to assist the City in the implementation and acceptance of the ERP vendor solution. As this phase is initiated we will work with the team to conduct activities that are relevant to transitioning from the City's vendor/system selection effort to the implementation phase. This will entail engagement of the City's selected ERP vendor, and based on the negotiated contract and statement of work with the ERP vendor, development of a working partnership between the parties to initiate the project and develop a plan to manage it, enhancing the level of success for the City. The major activities to be performed are as follows:

- Develop a Project Organizational Structure that defines staff roles and expectations
- Develop a Project Charter that provides a framework from which the project will progress
- Develop a detailed Project Plan identifying the activities, responsibilities and timing of tasks necessary to complete the project
- Establish a Project Collaboration Environment to act as a repository for project information
- Obtain and review relevant documents to obtain background information on the current and desired ERP environment
- Conduct analysis sessions with key stakeholders
- Conduct periodic status meetings to monitor project progress

Given our experience conducting similar ERP projects, we anticipate the implementation timeline would range from 9 - 24 months in duration. However, the actual implementation timeframe and cost will be dependent upon a variety of factors, including:

- Scope of solution and services selected by the City
- Availability of City staff and vendor staff
- Expiration date of current maintenance contracts
- City's desired implementation approach (i.e., phased versus "big bang")
- Complexity of implementation (e.g., high number of interfaces, etc.)
- Ability of the City to budget funds towards approaches to minimize the implementation duration

We would expect to develop an implementation schedule in conjunction with the City's Steering Committee as well as the selected ERP vendor during the initiation activities of the project.

For example purposes, the City might assume an 18 month implementation, for which we will provide an average of 36 hours per month of implementation management support. We can optionally adjust our level of support to meet the City's needs. Additional / optional services or deliverables requested by the City beyond the assumed scope will not be performed or billed until an additional engagement is executed.

<u>Phase</u>	<u>Summary of Potential Activities</u>
<i>Project Initiation and Implementation Planning</i>	a) Work with the City and the ERP vendor in project start-up activities, including a project kick off meeting. b) Assist the City with the development of staff resource plans and project governance for key the City and vendor/contractor project resources, including the City project manager, project advisory team, project resources for interrelated projects c) Engage with the City's other internal and vendor/contractor resources as ERP vendor integration requirements are specifically defined to

PROPOSAL TO PROVIDE ERP SYSTEM SELECTION CONSULTING SERVICES

understand impacts to project scope, schedule and resource requirements.

- d) Review and provide input on the draft Project Charter, Project Schedule and / or other similar initiation phase deliverables provided by the ERP vendor
- e) Conduct a project expectation alignment session with the City staff. Discuss risk management concepts and approaches.
- f) Work with the City and the ERP vendor to develop appropriate tools for managing the project.
- g) Participate in up-front kick off consulting sessions conducted by the ERP vendor.
- Project Execution and Controlling Activities:* h) Monitor project timeline progress as updated by the ERP vendor.
- i) Participate in Project Management team meetings.
- j) Work with the City team leads and Project Steering Committee members to stay on task.
- k) Communicate project risks as they are identified and monitor them throughout the project.
- l) Assist in managing the issues/actions item list.
- m) Participate in Project Management and Project Steering Committee meetings.
- n) Review project change orders.
- o) Review and comment on project deliverables.
- p) Monitor the ERP vendor compliance to the negotiated contract.
- q) Provide acceptance testing guidance.
- r) Review and comment on project progress.
- s) Assist in facilitating resolution to key project issues.
- t) Participate in ad-hoc meetings as invited.
- Project Closing and Post Implementation Support* u) Provide post implementation support assistance, as appropriate.

2. Price Proposal

The City of Centerville has established a project budget for consulting services related to its ERP system selection effort and requested that Plante Moran's project involvement be directed to align with the City's project budget. As such, Plante Moran proposes a time and materials engagement for all professional services as described on the following pages of our proposal, as summarized in the matrix below.

Phase	Hours	Fees
Phase 0: Project Initiation / Project Management	21	\$5,040
Phase 1: Needs Assessment	52	\$12,480
Phase 2: RFP Preparation	61	\$14,640
Phase 3: Solution Selection	120	\$28,800
Phase 4: Contract Negotiation	36	\$8,640
Total Professional Service Fees for Phases 1-3:	290	\$69,600

As stated, additional details as to the fees and estimated hours based on our anticipated roles and responsibilities on the project are highlighted in the following pages. We are providing our public sector discounted blended professional services rate to the City for all consultants at \$240/hour which is inclusive of all travel costs and expenses. This rate assumes that Mark Carrier will act as the project manager and lead project consultant.

Professional service fees to add additional hours to our engagement for Optional Phase 5 - Implementation Management Assistance and other *optional* services highlighted in the project work plan can be requested by the City at a later date.

City of Centerville, OH
ERP Software Selection Consulting Services
City and Plante Moran Involvement

Revision Date: February 21, 2017
Page 1 of 4

Activity	City Involvement	P&M Involvement	Deliverable(s)	P&M Hours	Fees
Phase 0: Project Initiation / Project Management					
1. Define Project Organizational Structure	<ul style="list-style-type: none"> • Work with P&M in defining an appropriate project organizational structure • Assist in defining roles and responsibilities of the various project organizational components • Determine City staff that will fulfill the various roles defined 	<ul style="list-style-type: none"> • Work with the City in the development of a project organizational structure • Work with the City in identifying roles and responsibilities for the various components of the project organizational structure 	Project Organizational Structure	1	\$240
2. Develop Project Charter	<ul style="list-style-type: none"> • Confirm project scope • Assist in the development of the project charter for the ERP selection phase of the project 	<ul style="list-style-type: none"> • Confirm project scope • Draft a ERP selection phase project charter and provide to the City for feedback 	Project Charter	2	\$480
3. Develop Detailed Project Plan	<ul style="list-style-type: none"> • Review and approve the proposed ERP selection phase project work plan 	<ul style="list-style-type: none"> • Develop a draft ERP selection phase project work plan that will be updated to a final form based on City feedback • Maintain and update the ERP selection phase project work plan 	MS Project Plan	2	\$480
4. Establish Project Collaboration Center	<ul style="list-style-type: none"> • Work with P&M in determining what should be included in the collaboration environment • Work with P&M in establishing guidelines around the use of the collaboration environment 	<ul style="list-style-type: none"> • Provide project collaboration environment • Set-up the project collaboration environment • Work with the City in setting up the collaboration environment. Provide SharePoint site upon request. • Work with the City in establishing procedures regarding the use of the collaboration environment 	Project Collaboration Environment	2	\$480
5. Schedule and Moderate Project Status Meetings	<ul style="list-style-type: none"> • Participate in project status meetings 	<ul style="list-style-type: none"> • Develop meeting agendas • Facilitate project status meetings 	Project Meeting Agendas	14	\$3,360
Phase 0 Totals:				21	\$5,040
Phase 1: Needs Assessment					
1. Review Documents	<ul style="list-style-type: none"> • Provide documents to P&M upon request 	<ul style="list-style-type: none"> • Request documents for review from the City • Review requested documents 	Supporting Documents	4	\$960
2. Assess the City's Information Technology Infrastructure	<ul style="list-style-type: none"> • Complete technical surveys and provide requested technical infrastructure information to P&M • Determine what documentation is appropriate for inclusion in the RFP versus being of a confidential nature 	<ul style="list-style-type: none"> • Provide technical surveys and request specific infrastructure documentation from the City • Review provided infrastructure documentation • Clean appropriate infrastructure information into the RFP document • Identify potential risks in the technology infrastructure 	Infrastructure Risks Technical Information for the RFP	8	\$1,920
3. Conduct Departmental Interviews	<ul style="list-style-type: none"> • Identify staff to be interviewed • Coordinate scheduling of departmental interviews • Departments to prepare for interviews by reviewing interview questionnaire and pulling together appropriate documents requested • Departments participate in interview sessions 	<ul style="list-style-type: none"> • Provide available time slots in which to schedule departmental interviews • Provide questionnaire and request for information to collect to departments in preparation for the interviews • Collect and review departmental materials in advance of the interviews • Conduct departmental interviews 	Departmental Interview Questionnaire Supporting Departmental Documentation	40	\$9,600
Phase 1 Totals:				52	\$12,480

City of Centerville, OH
ERP Software Selection Consulting Services
City and Plante Moran Involvement

Revision Date: February 21, 2017
Page 2 of 4

Activity	City Involvement	P&M Involvement	Deliverable(s)	P&M Hours	Fees
Phase 2: RFP Preparation					
1. Develop Solution Selection Criteria and Define Decision-Making Process	<ul style="list-style-type: none"> Work with P&M in determining the overall vendor evaluation and demonstration strategy that will be used Work with P&M in the development of vendor selection criteria and weights Work with P&M in defining the decision-making process 	<ul style="list-style-type: none"> Provide guidance to the City in the development of an overall vendor evaluation and demonstration strategy Provide example selection criteria and weightings to consider Finalize the selection criteria and weights to use Finalize the decision-making process and scoring tools to be used 	Vendor Evaluation and Demonstration Strategy Vendor Selection Criteria Vendor Decision-Making Process	2	\$480
2. Develop ERP Software Specifications	<ul style="list-style-type: none"> Work with P&M in identifying expectations around the level of detail for the system specifications Process owners to review and update draft specifications provided by P&M with suggested revisions Process owners to work with P&M to finalize base system specifications including appropriate prioritization 	<ul style="list-style-type: none"> Establish expectations with the City as to the level of detail for the system specifications Develop a base set of specifications using best practice specifications in combination with those gleaned in the interview sessions and distribute to the City Facilitate the process of reviewing and finalizing the base specifications via web conference 	ERP System Specifications	35	\$8,400
3. Develop Request for Proposal (RFP) Document	<ul style="list-style-type: none"> Review and provide feedback on the base set of Minimal Terms & Conditions Provide required City boilerplate information to be included in the RFP Review the other sections of the draft RFP provided by P&M Approve the final RFP document Distribute the RFP document as deemed appropriate (posting to City web site, bid service, mailing, etc.) 	<ul style="list-style-type: none"> Prepare draft RFP document and distribute to City for review Update RFP document based on City feedback 	Request for Proposal (RFP)	24	\$5,760
Phase 2 Totals:				61	\$14,640
Phase 3: Solution Selection					
1. Manage ERP Vendor Q&A During Pre-Proposal Due Date Timeframe	<ul style="list-style-type: none"> Establish meeting date/time for pre-bid meeting Facilitate pre-bid meeting Work with P&M on developing appropriate RFP addenda Post and/or distribute RFP addenda Manage vendor communications 	<ul style="list-style-type: none"> Work with the City in developing any RFP addenda 	RFP Addenda	8	\$1,920
2. Analyze Proposals and Select Semi-Finalists	<ul style="list-style-type: none"> Facilitate bid opening Determine vendors that did not meet minimum criteria and distribute appropriate communications to them identifying the reason for rejecting their bid Distribute one hard-copy and one electronic copy of each bid response to P&M Selection committee members to review the appropriate bid document sections Selection committee members to attend vendor bid analysis meeting Selection committee members to conclude on remaining vendors Manage vendor communications including results of bid analysis for rejected / remaining vendors 	<ul style="list-style-type: none"> Review vendor responses Develop proposal analysis document Compile selection committee members scoring Facilitate bid analysis meeting Determine semi-finalist vendors 	Proposal Analysis (up to six proposals) Vendor Follow-Up Questions Semi-Finalist Vendors	40	\$9,600

City of Centerville, OH
ERP Software Selection Consulting Services
City and Plante Moran Involvement

Revision Date: February 21, 2017
Page 3 of 4

Activity	City Involvement	P&M Involvement	Deliverable(s)	P&M Hours	Fees
3. Assist in Developing Vendor Demonstration Scripts and Other Due Diligence Templates	<ul style="list-style-type: none"> Develop vendor demonstration scripts Work with P&M on development of demonstration agendas 	<ul style="list-style-type: none"> Provide sample demonstration scripts Provide guidance on development of demonstration scripts Work with the City in the development of demonstration scoring matrices Provide sample demonstration agenda and finalize with City 	<p>Demonstration Scripts Scoring Matrices Demonstration Agenda</p>	10	\$2,400
4. Schedule and Conduct Vendor Demonstrations	<ul style="list-style-type: none"> Determine location and reserve for vendor demonstrations Schedule vendor demonstrations in a consecutive order during demo week Distribute vendor demonstration agenda and other materials to vendors Communicate to staff time of vendor demonstrations Provide scoring sheets to staff attending vendor demonstrations Selection Committee members to attend all vendor demonstrations City to tabulate vendor demonstration results including scoring and comments 	<ul style="list-style-type: none"> Assist with vendor demo coordination Participate in up to four consecutive days of vendor demonstrations Review compiled results of the demonstrations Perform debrief with City after each demonstration 	<p>Compiled Vendor Demonstration Results</p>	40	\$9,600
5. Conduct Additional Due Diligence Activities	<ul style="list-style-type: none"> Prepare and distribute questions to remaining vendors Review vendor responses to questions Conduct reference checking against appropriate vendor sites Conduct site visits against appropriate vendor sites Conduct corporate visits to finalist vendor locations Perform additional due diligence adequate to conclude on finalist vendor Compile results of due diligence activities 	<ul style="list-style-type: none"> Provide site visit and reference checking forms to the City Review compiled findings from due diligence 	<p>Site Visit Template Reference Checking Template Vendor Response to Submitted Questions</p>	10	\$2,400
6. Assist in the Selection of a Preferred Vendor	<ul style="list-style-type: none"> Selection committee members to score vendors in their established area of scoring Selection committee members to attend meeting(s) to discuss and conclude on selected vendor Integrate gaps from selected ERP vendor solution into other City technology planning efforts Finalize ERP vendor statement of work Present recommendation to City Council 	<ul style="list-style-type: none"> Review due diligence results conducted by selection committee members Attend meeting with the selection committee members to discuss, score and conclude on a selected vendor 	<p>Recommended Vendor Quantification of All Project Costs (One-Time and On-Going) Selection Process Synopsis (if needed)</p>	12	\$2,880
Phase 3 Totals:				120	\$28,800
Phase 4: Contract Negotiations					
1. Review License and Support Agreements and Conduct Negotiations	<ul style="list-style-type: none"> Conclude on defining the City's final scope of purchase (e.g. software, services, etc.) Attend discussion related to the contract negotiation strategy Determine who from the City needs to be involved in the contract negotiations Identify the critical needs for inclusion in the contract Determine particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) Assist in negotiating the final contract Present the final contract to the appropriate committees and to the City Council for approval 	<ul style="list-style-type: none"> Facilitate discussion related the contract negotiation strategy Review finalist vendor's contract and propose recommended changes Discuss particulars about the proposed vendor's solution that need to be considered in the negotiated contract (e.g., phasing) Initiate negotiations with the vendor Assist in negotiating the final contract 	<p>Statement of Work Negotiated Vendor Contracts</p>	36	\$8,640
Phase 4 Totals:				36	\$8,640

**City of Centerville, OH
ERP Software Selection Consulting Services
City and Plante Moran Involvement**

Revision Date: February 21, 2017
Page 4 of 4

Activity	City Involvement	P&M Involvement	Deliverable(s)	P&M Hours	Fees
Phase 5: Implementation Management Assistance (optional)					
1. Conduct Project Start-Up Activities	<ul style="list-style-type: none"> Work with P&M and the selected ERP vendor in project initiation activities Project leadership to participate in a project expectation alignment session Project leadership to participate in a risk management session Project leadership to review and approve tools to be used to manage the project Establish collaboration environment for the implementation phase of the project Review project management procedures that have been established 	<ul style="list-style-type: none"> Work with the City and selected ERP vendors in project start-up activities Conduct a project expectation alignment session with City staff Facilitate a risk management session with City staff and the selected ERP vendor Develop appropriate tools for managing the project Work with the City in establishing a collaboration environment for the implementation phase of the project Participate in up-front analysis and consulting sessions conducted by the selected ERP vendor 	<ul style="list-style-type: none"> Project Risk Listing Projected Project Cash Flow Other Project Supporting Tools Project Management Procedures 	TBD	\$0
2. Conduct On-Going Project Activities	<ul style="list-style-type: none"> Participate in meetings Monitor project risks Team leads to manage their team activities Update City management as to project progress Other executing and controlling project activities Monitor the overall project budget 	<ul style="list-style-type: none"> Monitor project timeline progress as updated by the selected ERP vendor Work with team leads and steering committee members to stay on task Manage the issues/actions item list Monitor project risks Facilitate project steering committee meetings Facilitate project lead meetings Review project change orders Review project invoices Review and comment on project deliverables Monitor vendor compliance to the negotiated contract Provide acceptance testing guidance Review and comment on project progress Facilitate resolution to project issues Participate in ad-hoc meetings as needed 	<ul style="list-style-type: none"> Meeting Minutes Change Orders Invoice Reviews Project Deliverables Others 	TBD	\$0
3. Conduct Project Close-Out Activities	<ul style="list-style-type: none"> Review and approve Project Close-Out Report 	<ul style="list-style-type: none"> Provide post implementation support assistance Develop Project Close-Out Report 	Project Close-Out Report	0	\$0
Phase 5 Totals:				0	\$0
GRAND TOTAL:				290	\$69,600

Totals by Phase	Hours	Fees
Phase 0: Project Management	21	\$5,040
Phase 1: Needs Assessment	52	\$12,480
Phase 2: RFP Preparation	61	\$14,640
Phase 3: Solution Selection	120	\$28,800
Phase 4: Statement of Work and Contract Negotiations	36	\$8,640
Phase 5: Implementation Management Assistance (optional)	0	\$0
Total:	290	\$69,600

Discounted Blended Hourly Rate:	\$240
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3. Engagement Agreement/Approval

This agreement is made between Plante Moran, PLLC (P&M), 27400 Northwestern Highway, Southfield, Michigan 48034 and City of Centerville ("City"), 100 West Spring Valley Rd., Centerville, OH 45458

Scope of Services

This agreement and the accompanying Professional Services Agreement, located in Appendix D which is hereby incorporated as part of this agreement is to confirm our understanding of the nature and limitations of the services Plante Moran, PLLC (P&M) will provide and the terms of our engagement with City of Centerville to provide these services.

Cost Proposal

This agreement also incorporates by reference the Cost Proposal section of the Proposal to Provide Financial Software System Selection Consulting Services to City of Centerville dated February 21, 2017.

As you probably realize, our primary cost is salaries that are paid currently. Accordingly, our invoices, which will be rendered as services are provided are due when received. In the event an invoice is not paid timely, a late charge in the amount of 1.25 percent per month will be added, beginning 30 days after the date of the invoice.

Agreed and Accepted

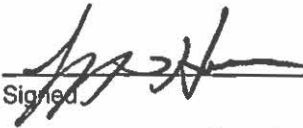
We accept this agreement and the accompanying Professional Services Agreement, which set forth the entire agreement between City of Centerville and Plante Moran, PLLC with respect to the services specified in the "Scope of Services" section of this engagement agreement. This agreement may be amended by written agreement between Plante Moran, PLLC and City of Centerville.

Plante Moran, PLLC

E. Scott Eiler
Scott Eiler, Partner

February 21, 2017
Date

City of Centerville


Signed
GREGORY B. HORN
Name (please print)

3-6-17
Date
CITY MANAGER
Title

Appendix A: Plante & Moran Profile

GENERAL FIRM INFORMATION SUMMARY

1	Experienced team
30+	Years of experience providing IT systems consulting to municipalities
50+	Years of government management consulting experience
90	Years in business
100+	Technology engagements in the past five years
200+	Recurring government clients
300+	Technology best practices organized around 85 topical areas included in our Toolkit

PLANTE MORAN BACKGROUND AND EXPERIENCE

Founded in 1924, Plante Moran, PLLC (Plante Moran) is the fourteenth largest management consulting and public accounting firm in the United States. Plante Moran operates as a partnership. Plante Moran's staff of over 2,000 persons is organized into four major service areas: Management Consulting, Accounting and Auditing, Tax Consulting, and Personal Financial Planning Services.

Over the past several years, Plante Moran has continually expanded the scope and experience of its Management Consulting Services Group. The firm is committed to continuing this growth by retaining and attracting qualified professionals to provide the broad range of management and technical services that are necessary to effectively serve the needs of our clients.

Plante Moran takes great pride in the quality of services it provides to its clients. We have a rigorous set of quality controls designed to provide assurance that professional standards are followed and our clients receive a high quality product. Plante Moran takes equal pride in our people and our professional work environment. Some of the facts about our firm that we are proud of include:

- Our partnership group is comprised of 19% women, which is the highest percentage of female equity partners among the nation's largest public accounting firms, according to CPA Personnel Report, a national public accounting trade publication.
- Staff turnover rate below 15% which is significantly lower than that of other national public accounting firms.
- The firm has been named to Fortune Magazine's "100 Best Companies to Work for in America" for the last eighteen years.

- Plante Moran's Management Consulting Group, consisting of over 200 dedicated consultants, is a versatile, full service consulting organization with a proven track record for providing quality professional services.

Our emphasis and commitment to management consulting has resulted in the extension of the consulting practice into all major aspects of government and education addressing our clients' unique needs related to information technology, security, compliance, and policy.

Plante Moran has become a leader in providing services to governmental organizations. At present, we work with well over 200 local governments. Our professionals have made substantial commitments to working with local, City and state government agencies. Our extensive experience with governmental clients has enabled us to assemble a project team that we believe is uniquely qualified to perform the proposed project.

GOVERNMENT CONSULTING SERVICES ORGANIZATION

Plante Moran has assumed a leadership role in providing consulting services to governmental entities. The range of services we provide includes the following:

- Information Technology Consulting
- Communications & Networking Services
- Project Management and Oversight
- Operations Analysis
- Consolidation Studies
- Organizational Planning and Development
- Financial Management Services
- Human Capital Management and Development
- Market Research Services
- Business Planning and Feasibility Analysis
- Employee Benefits Analysis
- Assurance Services
- Real-estate, Design and Construction Consulting

INDUSTRY COMMITMENT

Because of our broad governmental client base, we are able to devote the necessary time to specialize and thus provide maximum service. Our consultants have a variety of professional designations and are active participants in state and national government organizations. In addition, our consultants are very active in making presentations to a variety of governmental organizations on current issues. To assist us in this specialization, we are also members of numerous municipal government professional associations that have a partial or major focus on the application of technology for government including:

- **International City/County Management Association (ICMA)**, an organization that develops and advances professional local government management to create sustainable communities that improve lives worldwide.
- **Public Technology Institute (PTI)**, a Non-Profit organization created by and for cities and counties that works with a core network of leading government officials to: identify opportunities for technology research, share best practices, offer consultancies and pilot demonstrations, promote technology development initiatives, and develop educational programming.
- **Government Finance Officers Association (GFOA)**, an organization whose purpose is to enhance and promote the professional management of governments for the public benefit by identifying and developing financial policies and practices and promoting them through education, training and leadership.
- **Government Management and Information Sciences (GMIS)**, an organization composed of municipal information technology directors with a primary goal to foster a unified effort among government entities to integrate and disseminate their respective research and design efforts in the area of automated information sciences.

We are very involved with all of these organizations contributing our talents and expertise through speaking engagements, articles for their publications and involvement in conferences at both the State and National level.

As a result of our continuing involvement with government organizations at all levels, we have acquired in-depth knowledge and experience in dealing with relevant technical, operational and procedural issues. This experience and knowledge, and our commitment to assure objectivity and a high level of independence, are fundamental to our proven and consistent ability to meet the needs of our governmental clients.

INFORMATION TECHNOLOGY CONSULTING

Plante Moran's management consultants have made a significant commitment to assist governmental clients develop and implement appropriate technology. We are among the few accounting and consulting firms that are completely vendor independent with respect to the offering of hardware or application software for our governmental clients. This enables our consultants to select the most appropriate solution for our clients based on the client's current situation and future goals and objectives. The services we offer address virtually all aspects of information systems including the following with those services relevant and proposed on this project highlighted:

- **ERP Needs Assessment**
- Project Budgeting and Return on Investment (ROI) Analysis
- **Preparation of ERP System Requirements**
- **Request for Proposal Development**
- **System Selection Assistance**
- **Contract Review and Negotiations**
- **Systems Implementation Planning**
- **Systems Implementation Assistance**
- User Procedure Development and Documentation
- Quality Assurance
- Project Management
- Strategic Information Technology Planning
- Information Technology Assessments
- e-Government Strategy and Development
- Conversion Planning Assistance
- Systems Development
- Technology Management
- Systems Control Review
- Information Security

GOVERNMENTAL ACCOUNTING PRACTICE AREA

Plante Moran's governmental practice has been in existence for nearly 50 years serving all levels of local, City and State governmental entities. As a firm, we currently audit approximately 200 governmental units and special purpose governmental entities, over 100 public and private school districts and 400 nonprofit organizations. The Firm has partners and senior associates with deep specialization and expertise in the various areas of need. At Plante Moran, we are more committed than ever to providing accounting and consulting services to local governments. Our commitment is evidenced by the significance investment that we have made by participating in the following activities:

- **AICPA Governmental Technical Standards Subcommittee:** Three of our partners have served on this committee, which was formed to process ethics complaints related to governmental audits. In addition, one of these is a member of the Professional Ethics Executive Committee of the AICPA Professional Ethics Division and the AICPA Task Force on the Quality of Audits of Federal Funds.
- **American Institute of CPAs:** One of our partners chaired the AICPA's Governmental Accounting Committee that published the Industry Audit Guide for Audits of State and Local Governmental Units. This is the guide used throughout the country on every governmental audit.

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

- **Governmental Accounting Standards Board:** One of our partners has served on the Governmental Accounting Standards Advisory Council (an advisory board to the GASB). In addition, we actively participate in the GASB's due process system relative to issuance of new pronouncements.
- **Government Finance Officers Association:** One of our audit managers served on the GFOA Special Review Committee for the Certificate of Achievement for Excellence in Financial Reporting.

ERP CONSULTING QUALIFICATIONS

Plante & Moran provides the full-range of services related to the assessment, planning, selection, contract negotiations and implementation of new technologies and processes for municipal governmental software. These experiences have included modules and processes relevant to all organizational components of a municipal operation for both process owners and end-users; including ERP components such as general ledger, cash receipting, fixed assets, time and attendance, human resources, and payroll.

Through these experiences we have been able to derive best practices associated with ERP system functional requirements, processes and technologies that, taken together, maximize the value that can be delivered to stakeholders within and external to the City. Additionally, our ability to negotiate contracts that maximize value for the client both financially and relative to terms and conditions is well-recognized. Our contract negotiation capabilities frequently generate savings well in excess of our fees on the project.

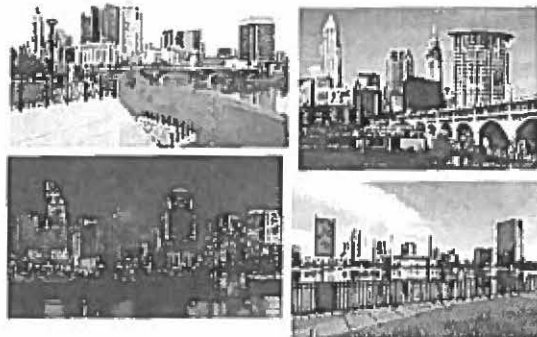
PUBLIC SECTOR IT CONSULTING IN OHIO

We have significant and recent experience with Ohio clients performing ERP related projects for local public sector agencies, including:

- Central Ohio Transit Authority (COTA)
- City of Cleveland
- Hancock County
- City of Dublin
- Solid Waste Authority of Central Ohio (SWACO)
- Cuyahoga County
- Community Shelter Board
- Cuyahoga County Public Library (CCPL)

INVESTED IN OHIO – SERVING OHIO CLIENTS FOR 30+ YEARS

We have four full-service offices in Toledo, Cleveland, Columbus, and Cincinnati, with more than 275 professionals proudly calling Ohio home. For more than 30 years we have served thousands of clients representing every facet of the Ohio economy, including not-for-profit, healthcare, financial, manufacturing, real estate and construction, government, education, and service organizations. Currently, we are the external auditors for the City of Columbus.



SOME OF THE HONORS WE ARE PROUD TO HAVE EARNED

- Plante Moran was named to Columbus Business First's list of "Central Ohio's Best Places to Work" in 2014 and 2015.
- Plante Moran was named a Toledo Blade Top Workplace for 2016.
- We have been on North Coast 99's list of "Great Workplaces for Top Talent in Northeast Ohio" for the past four consecutive years.



HOMETOWN PASSION – COMMUNITY INVOLVEMENT

Quality of life and family are important aspects of our practice. Through our Plante Moran Cares initiative, staff members become engaged in firm-sponsored volunteer activities. Our staff members have deep connections throughout the region and give back to the community through many volunteer and charitable endeavors, including:

CINCINNATI	CLEVELAND	COLUMBUS	TOLEDO
<ul style="list-style-type: none"> • Ronald McDonald House Charities of Greater Cincinnati • Make-A-Wish Foundation • Health Care Heroes Awards • United Way of Greater Cincinnati • Big Brothers Big Sisters • Boys and Girls Clubs • Freestore Food Bank • March of Dimes • American Diabetes Association • Clovernook Center for the Blind and Visually Impaired • Leukemia and Lymphoma Society • House of Hope • St. Aloysius Orphanage 	<ul style="list-style-type: none"> • Greater Cleveland Food Bank • Achievement Centers for Children • National Multiple Sclerosis Society • Boys and Girls Clubs of Cleveland • Cleveland Food Bank • Adopt America Network • Cleveland Domestic Violence Center • Corporate Challenge • Youth Opportunities Unlimited • American Cancer Society • Westside Catholic Center • PanCan Purple Stride 	<ul style="list-style-type: none"> • Mid-Ohio Food Bank • Habitat for Humanity • The Alzheimer's Association • The Arthritis Foundation • Big Brothers/Big Sisters of Central Ohio • Boys and Girls Clubs of Columbus • Columbus Literacy Council • Columbus School for Girls • COSI • Directions for Youth & Families • The Jazz Arts Group • The Chicago Avenue Literacy Project • The Women's Fund • Youth and Family Impact 	<ul style="list-style-type: none"> • Family Outreach Community United Services (FOCUS) • Neighborhood Properties, Inc. • Make-A-Wish Foundation • YMCA of Greater Toledo • Great Lakes Center for Autism • Volunteers of America • Diabetes Youth Services • Mobile Meals • United Way

Our commitment to governmental auditing, accounting and consulting has provided us with a range and depth of experience that we feel is unequaled by any other firm. Because of this commitment to serving governmental clients, we provide specialized training to our professional staff serving governmental units. We regularly attend and frequently provide speakers for training sessions conducted by numerous municipal-based organizations. We have also been engaged by the Michigan GFOA to present a series of three, one-day seminars for their "Back to Basics" series on topics such as "Fundamental Elements of Governmental Accounting", "Governmental Budgeting" and "Public Financial Statements".

Appendix B: Consultant Resumes



Scott Eiler, PMP

Partner
Management Consulting

SUMMARY OF EXPERIENCE

Scott has over twenty-five years' experience assisting clients with various technology related needs and twenty years specifically devoted to serving governmental clients at the local, County and State level. He has extensive experience in providing numerous technology services for governmental clients including technology planning, technology assessments, system selection, IT organizational evaluations, and quality assurance and implementation management assistance. He is also a champion within the firm on the development and education of staff on project management theory, tools and techniques.

PROJECT ROLES

Scott will serve as the Engagement Partner on the project ensuring the overall quality and completeness of activities to be performed and deliverables to be provided on the project.

SELECTED KEY CLIENTS

- Broward County, FL
- Calhoun County, MI
- Dane County, WI
- DuPage County, IL
- Gwinnett County, GA
- Hancock County, OH
- Horry County, SC
- Johnson County, KS
- Kent County, MI
- Lake County, IL
- Oakland County, MI (numerous projects)
- St. Louis County, MO
- Waukesha County, WI (numerous projects)
- Urbana & Champaign Sanitary District, IL
- City of Cleveland, OH
- City of Battle Creek, MI
- City of Elgin, IL
- City of Kalamazoo, MI
- City of Chicago, IL
- City of Carrollton, TX
- City of Hallandale Beach, FL
- City of Mesa, AZ
- City of North Miami Beach, FL
- City of Ann Arbor, MI
- City of Miramar, FL
- City of Columbia, MO
- Town of Jupiter, FL
- City of Midland, MI
- City of Owensboro, KY
- City of Chandler, AZ
- Charter Township of Shelby, MI
- State of Michigan (numerous projects)

EDUCATION

Master of Business Administration
University of Michigan

Bachelor of Science in General Engineering
University of Illinois

PROFESSIONAL TRAINING & AFFILIATIONS

Public Technology Institute (PTI)

Government Finance Officers Association (GFOA)

Florida Government Finance Officers Association (FGFOA)

Project Management Institute (PMI)

Project Management Professional (PMP) since 2003

ITIL V3 Foundation Certified

Prosci Change Management Certified



Mark Warner

Principal
Management Consulting

SUMMARY OF EXPERIENCE

Mark has nearly twenty years of financial accounting, custom software application design and development, pre-packaged ERP system customization and project management experience. As a software quality assurance engineer, Mark was responsible for discovery, validation and documentation of problems in financial software packages as well as quality reviews and final acceptance testing before release to production. As the development manager for a technology solution provider's development team, Mark managed departmental operations, mentored several systems analysts and reviewed custom development designs, quotes and project plans for completeness and accuracy. Currently, he is assisting numerous governmental clients in all phases of system review, selection and implementation.

PROJECT ROLES

Mark will serve as the Project Director/Technical Advisor on the engagement and be responsible for the strategic direction of deliverables, ensure that all tasks are completed on schedule, within budget and meet appropriate quality standards.

SELECTED KEY CLIENTS

- Cuyahoga County Public Library, OH
- Muskegon County, MI
- Dane County, WI
- Ingham County, MI
- DuPage County, IL
- Gwinnett County, GA
- Kent County, MI
- Lake County, IL
- Oakland County, MI (numerous projects)
- St. Louis County, MO
- Waukesha County, WI (numerous projects)
- Washtenaw County, MI (numerous projects)
- Livingston County, MI
- Cook County Public Guardian, IL
- Village of Mount Prospect, IL
- City of Ann Arbor, MI
- City of Asheville, NC
- City of Cleveland, OH
- City of Flagstaff, AZ
- City of Grand Rapids, MI
- City of Greenville, NC
- City of Grosse Pointe Woods, MI
- City of Livonia, MI
- City of Roswell, GA
- City of Sault Ste Marie, MI
- City of Sheboygan, WI
- City of St. Charles, MO
- City of St. Clair Shores, MI
- City of Wyandotte, MI
- Community Shelter Board, Columbus, OH
- Huron Clinton Metropolitan Authority, MI
- City of Dublin, OH

EDUCATION

Bachelor of Arts in Accounting
Hillsdale College

PROFESSIONAL TRAINING & AFFILIATIONS

Government Finance Officers Association

Michigan Government Finance Officers Association – Member and Technology Resource Committee Chair

Michigan Government Information Management Sciences (MiGIMS)

GLIMA Southeast

AIIM Certified ECM Practitioner



Mark Carrier

Manager
Management Consulting

SUMMARY OF EXPERIENCE

Mark is experienced in assisting various industries with information technology assessment, strategic planning, system selection, and system implementation. For over seven years he has continually expanded his expertise in managing complex system implementations and developing system testing and deployment plans. Mark has assisted dozens of public sector clients with information technology assessments, information technology strategic planning, ERP needs assessments, ERP system selection, and operational redesign.

EDUCATION

Bachelor of Science in Applied
Engineering Sciences
Michigan State University

SELECTED PRESENTATIONS

User Acceptance Testing Best Practices to the Michigan Municipal Services Authority (MMSA) FMS Consulting Program Manager

PROFESSIONAL TRAINING & AFFILIATIONS

Project Management Professional (PMP) Training

Member, Project Management Institute (PMI)

Member, Michigan Government Finance Officers Association (MGFOA)

PROJECT ROLES

As project manager and lead consultant Mark will be responsible for the day-to-day performance of the team and development of project deliverables. Assure that all tasks are completed on schedule, within budget and meet appropriate quality standards. Will be involved in the project initiation tasks, change management, executive interviews, RFP development, facilitation of the vendor selection process, statement of work development, and contract negotiations.

SELECTED KEY CLIENTS

- Broward Metropolitan Planning Organization, FL
- City of Detroit, MI
- City of Fayetteville, AR
- City of Grand Rapids, MI
- City of Indianapolis, IN
- City of Mesa, AZ
- City of Norman, OK
- City of Ogden, UT
- City of Peoria, AZ
- City of Tacoma, WA
- City of Takoma Park, MD
- City-Parish of Baton Rouge, LA
- County of Calhoun, MI
- County of Charlotte, FL
- County of Chester, PA
- Great Lakes Water Authority
- Hampton Roads Sanitation District (HRSD)
- Hampton Roads Transit (HRT)
- Hillsborough Area Regional Transit (HART)
- Hillsdale Board of Public Utilities
- Ingham County Drain Commissioner
- Kansas City Area Transportation Authority (KCATA)
- Louisville and Jefferson County Metropolitan Sewer District
- Michigan Municipal Services Authority
- Ohio Attorney General's Office
- New York State Teachers' Retirement System
- Town of Hempstead, NY

Jessica Dilworth



Consultant
Management Consulting

SUMMARY OF EXPERIENCE

Jessica began working within the public sector in 2007 and brings several years of experience with project management, financial business processes, miscellaneous receivables, business licensing, contract management, and human resources processes. Since joining Plante Moran, Jessica has helped clients' document processes, detailing potential areas and means for improvement, compiled needs assessments into formal solicitation documents by prioritizing requirements, and analyzing vendor proposals.

EDUCATION

Bachelor of Science in
Business Administration -
Finance
University of Phoenix

PROFESSIONAL TRAINING & AFFILIATIONS

Notary Public – Oakland
County, MI

PROJECT ROLES

In her role as the Project Consultant, Jessica will support the necessary activities for the project needs assessment and system requirements definition. She will also provide expertise in the areas of vendor proposal analysis and other project activities as described in the scope of work.

SELECTED KEY CLIENTS

- City of Detroit, MI
- Great Lakes Water Authority
- Total Health Care
- BDMP Technologies
- City of Gainesville, FL
- Saint Louis University

Appendix C: References

ERP RELATED PROJECTS

We have been providing municipal software consulting services to the public sector for over 30 years, which we believe is the most years of continuous municipal software consulting experience of any firm providing similar services to the public sector. Within the public sector, we have provided various levels of software consulting assistance to hundreds of clients. A representative list of client projects which we believe may be of interest is presented below. We would welcome an opportunity to provide additional reference information upon request.

Client Name	Project Title	Project Date
Solid Waste Authority of Central Ohio (SWACO), OH	ERP Needs Assessment	Dec 2016 - Present
City of Gainesville, FL	ERP Needs Assessment	Nov 2016 - Present
Village of Wellington, FL	ERP Selection Services	Sept 2016 - Present
State of Wyoming, WY	Chart of Accounts Redesign	Aug 2016 - Present
County of Boone, MO	ERP Selection Services	Aug 2016 - Present
County of Midland, MI	ERP Selection Services	Aug 2016 - Present
Regional Transportation Authority (RTA), IL	Business Process Reengineering, Core ERP Specification Development	Aug 2016 - Present
County of Monterey, CA	ERP Upgrade Implementation Management Assistance	July 2016 - Present
City of Fernandina Beach, FL	ERP Implementation Management Assistance	July 2016 - Present
Town of Jupiter, FL	Post Implementation Project Management Services	May 2016 - Present
City of Norman, OK	ERP Consulting Services	May 2016 - Present
State of MI Senate	ERP Consulting Services	Feb 2016 – Sept 2016
Cuyahoga County, OH	ERP Consulting Services	Feb 2016 – Present
City of Palo Alto, CA	ERP Consulting and Selection Services	Feb 2016 - Present
City of St. Charles, IL	Enterprise Application Strategy	Feb 2016 – Aug 2016
City of Hollywood, FL	ERP Consulting Services	Feb 2016 - Present
City of Roswell, GA	Post ERP Project Management Activities	Feb 2016 – Aug 2016
City of Stockton, CA	ERP Consulting Services	Jan 2016 – Sept 2016
State of Florida, Division of Rehabilitation and Liquidation	Financial System Selection	Jan 2016 – June 2016

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

Client Name	Project Title	Project Date
St. Louis County, MO	Time and Attendance Implementation Management Assistance	Jan 2016 – Oct 2016
Juvenile Welfare Board of Pinellas County, FL	ERP Consulting Services	Nov 2015 – May 2016
City of North Miami Beach, FL	Utility Billing/Customer Service Operations Review	Nov 2015 – April 2016
Miami-Dade County, FL	ERP Integrator Selection Assistance	Oct 2015 - Present
Great Lakes Water Authority, MI	ERP Consulting Services	Oct 2015 - Present
Montgomery County, TX	Financial System Needs Assessment	Oct 2015 - Present
Three Rivers Park District	Parks & Rec Options Analysis	Sept 2015 – Oct 2016
Pueblo County, CO	ERP Feasibility Study	Sept 2015 – Apr 2016
Milwaukee County, WI	ERP Consulting Services	Sept 2015 - Present
Broward County Metropolitan Planning Organization (MPO)	ERP Selection and Implementation Management Assistance	Sept 2015 - Present
Town of Jupiter Island, FL	ERP Selection	Aug 2015 – Jul 2016
Village Center Community Development District, FL	CIS SOW Development and Contract Negotiations	Aug 2015 – Oct 2015
Genesee County	ERP Implementation Management Assistance	July 2015 - Present
City of Sacramento, CA	Payment Processing Study	June 2015 – Dec 2015
City of Coral Springs, FL	ERP Options Analysis	May 2015 – Aug 2015
City of Bismarck, ND	Work Management System (WMS) Study	April 2015 – July 2015
Central Ohio Transit Authority, OH	Technology Modernization Services	April 2015 - Present
Michigan Municipal Services Authority	FMS Program Management Assistance	Mar 2015 - Present
City of Grand Rapids, MI	ERP Implementation Management Assistance	Mar 2015 - Present
Kent County, MI	ERP Implementation Management Assistance	Mar 2015 - Present
Miami-Dade County, FL	ERP Integrator RFP Consulting Services	Mar 2015 – July 2015
Outagamie County, WI	HRIS Selection Services	Feb 2015 – Jan 2016
City of Appleton, WI	ERP Selection Services	Feb 2015 – May 2016

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

Client Name	Project Title	Project Date
City of Winter Park, FL	ERP Selection Services	Feb 2015 – Jul 2016
City of Delray Beach, FL	ERP Options Analysis	Feb 2015 – Aug 2015
Santa Margarita Water District, CA	Technology Enterprise Resource Plan Systems Selection and Implementation Management Assistance	Jan 2015 - Present
Hampton Roads Transit, VA	ERP Selection Services	Jan 2015 - Present
City of Carlsbad, CA	ERP Business Process Mapping	Jan 2015 – Apr 2016
Cuyahoga County Public Library, OH	FMIS Selection Services and Implementation Management Assistance	Dec 2014 - Present
City of Roswell, GA	Post ERP Implementation Review	Oct 2014 – Jan 2015
City of Independence, MO	CIS Selection and Implementation Management Assistance Services	Nov 2014 - Present
City of Paducah, KY	ERP Selection Services	Sep 2014 - Present
Town of Longboat Key, FL	Software Assessment ERP Selection	Aug 2014 – Dec 2014 Mar 2015 – Sept 2016
Central Ohio Transit Authority (COTA), OH	HRIS Needs Assessment and Selection	June 2014 – June 2015
Horry County, SC	ERP Implementation Management Assistance	June 2014 – Sept 2015
Village of Park Forest, IL	ERP System Consulting and Implementation Management Assistance	June 2014 – Present
City of Palo Alto, CA	ERP System Consulting	June 2014 – Dec 2014
City of Arvada, CO	EAM System Consulting	Apr 2014 – Nov 2014
City of Fayetteville, AR	ERP Consulting Services	Apr 2014 – July 2015
Clarke County, VA	ERP Consulting Services	Feb 2014 – Jun 2014
City of Long Beach, CA	ERP Consulting Services	Feb 2014 – July 2016
City of Baton Rouge, LA	ERP Consulting Services	Feb 2014 – Present
City of Palo Alto, CA	EAM System Consulting	Jan 2014 – Nov 2014
San Diego Association of Governments, CA	Contract Management Needs Assessment	Jan 2014 – Nov 2014
St. Lucie County, FL	ERP Consulting Services	Nov 2013 – Mar 2016
City of Ft. Lauderdale, FL	ERP Selection	Nov 2013 – Sept 2016
Village of Elk Grove, IL	ERP Selection and Implementation Management Assistance	Sept 2013 – Present

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

Client Name	Project Title	Project Date
City of Bend, OR	ERP Selection and Implementation Management Assistance	Aug 2013 – Present
City of Dublin, OH	ERP Selection	Sep. 2013 – Dec 2014
City of North Las Vegas, NV	Enterprise Applications Analysis	July 2013 – Oct 2013
Village of Fox Lake, IL	ERP Selection	July 2013 – July 2015
Detroit Water & Sewerage Department, MI	AP Migration Planning Study	June 2013 – Oct 2013
City of Pinellas Park, FL	ERP Selection and Implementation Management Assistance	May 2013 – Present
City of Flint, MI	ERP Implementation Management Assistance	Jan 2013 – Jan 2015
Huron Clinton Metropolitan Authority, MI	ERP Selection and Implementation Management Assistance	April 2013 – July 2014
City of Detroit, MI	ERP Needs Assessment	May 2013 – Aug 2013
Village of Woodridge, IL	ERP Selection	May 2013 – Jan 2015
City of Pueblo, CO	ERP Due Diligence and Implementation Management Assistance	Mar 2013 – Present
Village of Northbrook, IL	ERP Selection	Mar 2013 – Jan 2015
New Braunfels Utilities, TX	FMS Needs Assessment, Selection and Implementation Management Assistance	Dec 2012 – Aug 2016
City of Grand Rapids, MI	FMS Needs Assessment and Selection	Dec 2012 – Mar 2014
Sumner County, TN	ERP Needs Assessment and Selection	Aug 2012 – Dec 2013
City of Ann Arbor, MI	HR/Payroll Software Assessment	Jul 2012 – Dec 2012
City of Corpus Christi, TX	ERP Selection	Jul 2012 – June 2013
Town of Jupiter, FL	Utility Billing and Enterprise Assessment Management Software Selection	May 2012 – Nov 2012
City of Hallandale Beach, FL	ERP Selection and Implementation Management Assistance	May 2012 – Mar 2016
City of Columbia, MO	ERP Needs Assessment, Selection and Implementation Management Assistance	May 2012 – Aug 2016
Livingston County, MI	ERP Selection and Implementation Management Assistance	May 2012 – Jan 2015
Horry County, SC	ERP Needs Assessment and Selection	Feb 2012 – Jan 2014
City of Oakland Park, FL	ERP Selection	Feb 2012 – Jan 2013
City of Cooper City, FL	ERP Selection	Feb 2012 – Oct 2012

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

Client Name	Project Title	Project Date
Marin County, CA	ERP Operations Review	Feb 2012 – Jan 2015
City of Greenville, NC	ERP Selection	Dec 2011 – Mar 2013
Hampton Roads Sanitation District, VA	ERP Needs Assessment, Selection and Implementation Management Assistance	Jan 2012 – December 2015
City of East Lansing, MI	ERP Needs Assessment	Dec 2011 – Aug 2012
Broward County, FL	ERP Selection Assistance, Contract Negotiations, Statement of Work Development, 3PA Implementation Services	July 2011 – Present
City of North Miami Beach, FL	ERP Needs Assessment, System Selection and Implementation Management Assistance	Apr 2011 – Apr 2016
Town of Jupiter, FL	Financial Management System Selection and Implementation Management Assistance	Mar 2011 – Nov 2012
Muskegon County, MI	FMIS Software Selection and Implementation Management Assistance	Jan 2011 – Sep 2013
Borough of State College, PA	ERP Selection, Contract Negotiations and Implementation Management Assistance	Jul 2010 – Mar 2014
City of Miramar, FL	ERP Selection and Implementation Management Assistance	May 2010 – Jul 2012
City of Roswell, GA	ERP Selection, Contract Negotiations and Implementation Initiation Assistance	Jan 2010 – Jul 2012
Town of Hempstead, NY	Tax System Selection and Implementation Mgt.	Jun 2009 – Present
City of Mesa, AZ	ERP Selection and Implementation Management Assistance	Apr 2009 – Aug 2012
Cook County Public Guardian, IL	System Assessment and Selection	Apr 2009 – Apr 2012

Appendix D: Professional Services Agreement

This Professional Services Agreement is part of the engagement letter for our consulting services dated February 21, 2017 between Plante & Moran, PLLC (referred to herein as "PM") and City of Centerville, OH (referred to herein as "the City").

1. **Management Responsibilities** – The consulting services PM will provide are inherently advisory in nature. PM has no responsibility for any management decisions or management functions in connection with its engagement to provide these services. Further, the City acknowledges that the City is responsible for all such management decisions and management functions; for evaluating the adequacy and results of the services PM will provide and accepting responsibility for the results of those services; and for establishing and maintaining internal controls, including monitoring ongoing activities, in connection with PM's engagement, the City has designated Jonathan Hudson, City of Centerville Finance Director, to oversee the services PM will provide.
2. **Nature of Services** – PM's project activities will be based on information and records provided to PM by the City. PM will rely on such underlying information and records and the project activities will not include audit or verification of the information and records provided to PM in connection with the project activities.

The project activities PM will perform will not constitute an examination or audit of any the City financial statements or any other items, including the City's internal controls. This engagement also will not include preparation or review of any tax returns or consulting regarding tax matters. If the City requires financial statements or other financial information for third-party use, or if the City requires tax preparation or consulting services, a separate engagement letter will be required. Accordingly, the City agrees not to associate or make reference to PM in connection with any financial statements or other financial information of the City. In addition, this engagement is not designed and cannot be relied upon to disclose errors, fraud or illegal acts that may exist. However, PM will inform you of any such matters that come to PM's attention.

3. **Project Deliverables** – At the conclusion of PM's project activities and periodically as PM progresses, PM will review the results of its work with the City and provide the City with any observations related to PM's services that PM believes warrant the City's attention. PM also will provide the City with copies of analyses or other materials that PM may develop in the course of this engagement upon the City's request. PM will not issue a written report as a result of this engagement and the City agrees that the nature and extent of the work product that PM will provide, as outlined in this agreement, are sufficient for the City's purposes.
4. **Interactive Analyses and Visualizations** – In instances where PM expressly agrees in the accompanying engagement letter to provide interactive analyses or visualization tools (collectively, "Electronic Documents") to the City, such Electronic Documents will be provided in a format determined to be acceptable to PM. the City acknowledges and agrees that the City's ability to access such Electronic Documents requires software programs which PM does not develop, license, distribute, support, or sell, and the City shall be solely responsible for the costs to obtain, use, or support any such required software. PM makes no representation or warranty with respect to such software or the continuing functionality of such software relative to the Electronic Documents and disclaims any and all express or implied warranties if any, associated with such software, its merchantability, and/or its fitness for any particular use by the City.

If and to the extent provided by PM, Electronic Documents are provided solely for the purpose of supporting the project deliverables and are to be used only as expressly described in and authorized by the project deliverables. PM disclaims any responsibility for any use of the Electronic Documents that is not expressly provided for in and authorized by the project deliverables. Further, the City acknowledges that the City is solely responsible for evaluating the adequacy and accuracy of any results generated through the use of Electronic Documents. PM will have no responsibility to support or update the Electric Documents for any events or circumstances that occur or become known subsequent to the date of their corresponding project deliverables.

the City acknowledges that PM may utilize proprietary works of authorship that have not been created specifically for the City and were conceived, created, or developed prior to, or independent of, this engagement including, without limitation, computer programs, methodologies, algorithms, models, templates, software configurations, flowcharts, architecture designs, tools, specifications, drawings, sketches, models, samples, records, and documentation (collectively, "PM Intellectual Property"). The City agrees and acknowledges that PM Intellectual Property is and shall remain solely and exclusively the property of PM.

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

Upon payment for the engaged services, to the extent that PM incorporates PM Intellectual Property into the Electronic Documents (which PM shall do only as expressly provided for in the accompanying engagement letter), PM grants to the City a limited royalty-free, nonexclusive, right and license to use such incorporated PM Intellectual Property for internal purposes only and in the original format. To the extent allowed by law, the City agrees not to copy, publish, modify, disclose, distribute, decompile, reverse engineer, or create derivative works based on PM Intellectual Property. Notwithstanding the foregoing, in no event will PM be precluded from developing for itself or for others, works of authorship which are similar to those included in the project deliverables.

If and to the extent PM shares information obtained from third-party data sources with the City, to the extent allowed by law, the City agrees not to (i) disclose or redistribute any such third-party data to third parties without the express written consent of PM; or (ii) attempt to extract, manipulate, or copy any embedded or aggregated third-party data from the Electronic Documents for any purpose.

5. **Confidentiality, Ownership and Retention of Workpapers** – During the course of this engagement, PM and PM staff may have access to proprietary information of the City, including, but not limited to, information regarding trade secrets, business methods, plans, or projects. PM acknowledges that such information, regardless of its form, is confidential and proprietary to the City, and PM will not use such information for any purpose other than its consulting engagement or disclose such information to any other person or entity without the prior written consent of the City.

In the interest of facilitating PM's services to the City, PM may communicate or exchange data by internet, e-mail, facsimile transmission or other electronic methods. While PM will use its best efforts to keep such communications and transmissions secure in accordance with PM's obligations under applicable laws and professional standards, the City recognizes and accepts that PM has no control over the unauthorized interception of these communications or transmissions once they have been sent, and consents to PM's use of these electronic devices during this engagement.

Professional standards require that PM create and retain certain workpapers for engagements of this nature. All workpapers created in the course of this engagement are and shall remain the property of PM. PM will maintain the confidentiality of all such workpapers as long as they remain in PM's possession.

Both the City and PM acknowledge, however, that PM may be required to make its workpapers available to regulatory authorities or by court order or subpoena in a legal, administrative, arbitration, or similar proceeding in which PM is not a party. Disclosure of confidential information in accordance with requirements of regulatory authorities or pursuant to court order or subpoena shall not constitute a breach of the provisions of this agreement. In the event that a request for any confidential information or workpapers covered by this agreement is made by regulatory authorities or pursuant to a court order or subpoena, PM agrees to inform the City in a timely manner of such request and to cooperate with the City should the City attempt, at the City's cost, to limit such access. This provision will survive the termination of this agreement. PM's efforts in complying with such requests will be deemed billable to the City as a separate engagement.

PM reserves the right to destroy, and it is understood that PM will destroy, workpapers created in the course of this engagement in accordance with PM's record retention and destruction policies, which are designed to meet all relevant regulatory requirements for retention of workpapers. PM has no obligation to maintain workpapers other than for its own purposes or to meet those regulatory requirements.

Upon the City's written request, PM may, at its sole discretion, allow others to view any workpapers remaining in its possession if there is a specific business purpose for such a review. PM will evaluate each written request independently. The City acknowledges and agrees that PM will have no obligation to provide such access or to provide copies of PM's workpapers, without regard to whether access had been granted with respect to any prior requests.

6. **Consent to Disclosures to Service Providers**– In some circumstances, PM may use third-party service providers to assist with an engagement. In those circumstances, PM will require any such third-party service provider to: (i) maintain the confidentiality of any information furnished; and (ii) not use any information for any purpose unrelated to assisting with PM's services for the City. In order to enable these service providers to assist PM in this capacity, the City, by its duly authorized signature on the accompanying engagement letter, consents to PM's disclosure of all or any portion of the City's information to such service providers to the extent such information is relevant to the services the third-party service provider may provide and agrees that PM's disclosure of such information for such purposes shall not constitute a breach of the provisions of this agreement. The City's consent shall be continuing until the services provided for this engagement agreement are completed.

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

7. **Third-Party Data** – PM may reference third-party data sources in performing the services described in this engagement letter. Third-party data may include publicly-available data, commercially-available data licensed to PM, or information obtained from other sources. PM will use its judgment, discretion, best efforts and good faith in evaluating the use of third-party data sources, but does not warrant or guarantee the accuracy, completeness, or timeliness of any data obtained from third-party data sources and disclaims any liability arising out of or relating to the use of data from third-party data sources. the City acknowledges that any commercially-available third-party data sources referenced by PM are licensed to PM and PM's ability to share information obtained from commercially available third-party data sources is often restricted by the terms of use granted to PM by the licensor and, unless expressly set forth in the accompanying engagement letter, PM makes no representation or warranty that the City will have access to data obtained from third-party data sources. If and to the extent PM shares information obtained from third-party data sources with the City, the City agrees not to disclose or redistribute any such third-party data to third parties without the express written consent of PM. This agreement does not convey to the City a sublicense to any third-party data source unless expressly agreed to in writing and signed by a duly authorized representative of PM. However, nothing herein shall prevent the City from directly contracting with or obtaining a license from any third-party data source if the City determines, in its sole discretion, that any such direct contract or license to be in its best interest.

8. **Fee Quotes** – In any circumstance where PM has provided estimated fees, fixed fees or not-to-exceed fees ("Fee Quotes"), these Fee Quotes are based on the City personnel providing PM staff the assistance necessary to satisfy the City responsibilities under the scope of services. This assistance includes availability and cooperation of those the City personnel relevant to PM's project activities and providing needed information to PM in a timely and orderly manner. In the event that undisclosed or unforeseeable facts regarding these matters causes the actual work required for this engagement to vary from PM's Fee Quotes, those Fee Quotes will be adjusted for the additional time PM incurs as a result.

In any circumstance where PM's work is rescheduled, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadline related to the completion of PM's work. Because rescheduling its work imposes additional costs on PM, in any circumstance where PM has provided Fee Quotes, those Fee Quotes may be adjusted for additional time PM incurs as a result of rescheduling its work.

PM will advise the City in the event these circumstances occur, however it is acknowledged that the exact impact on the Fee Quote may not be determinable until the conclusion of the engagement. Such fee adjustments will be determined in accordance with the Fee Adjustments provision of this agreement.

9. **Payment Terms** – PM's invoices for professional services are due upon receipt unless otherwise specified in this engagement letter. In the event any of PM's invoices are not paid in accordance with the terms of this agreement, PM may elect, at PM's sole discretion, to suspend work until PM receives payment in full for all amounts due or terminate this engagement. In the event that work is suspended, for nonpayment or other reasons, and subsequently resumed, PM offers no guarantee, express or implied, that PM will be able to meet any previously established deadlines related to the completion of PM's consulting work. the City agrees that in the event that work is suspended, for non-payment or other reasons, PM shall not be liable for any damages that occur as a result of PM ceasing to render services.

10. **Fee Adjustments** – Any fee adjustments for reasons described in this agreement will be determined based on the actual time expended by PM staff at PM's current hourly rates, plus all reasonable and necessary travel and related costs PM incurs, and included as an adjustment to PM's invoices related to this engagement. the City acknowledges and agrees that payment for all such fee adjustments will be made in accordance with the payment terms provided in this agreement.

11. **Force Majeure** – Neither party shall be deemed to be in breach of this engagement agreement as a result of any delays or non-performance directly or indirectly resulting from circumstances or causes beyond its reasonable control, including, without limitation, fire or other casualty, acts of God, war or other violence, or epidemic (each individually a "Force Majeure Event"). the City acknowledges and agrees that a Force Majeure Event shall not excuse any payment obligation relating to fees or costs incurred prior to any such Force Majeure Event.

12. **Exclusion of Certain Damages** – Except to the extent finally determined to have resulted from PM's gross negligence or willful misconduct, the City agrees to limit the liability of PM and any of PM's officers, directors, partners, members, managers, employees, affiliated, parent or subsidiary entities, and approved allied third party service providers (collectively, "PM Persons") for any and all claims, losses, costs, and damages of any nature whatsoever so that the total aggregate liability of the PM and/or the PM Persons to the City shall not exceed the total fees paid by the City to PM for the services provided in connection with this engagement agreement. the City and PM agree that these limitations on PM's and the PM Persons' maximum liability are reasonable in view of, among other things, the scope of the services PM is to provide, the City's responsibility for the management

PROPOSAL TO PROVIDE SOFTWARE SYSTEM SELECTION CONSULTING SERVICES

functions associated with PM's consulting services, and the fees PM is to receive under this engagement. In no event shall the PM or the PM Persons be liable to the City, whether a claim be in tort, contract, or otherwise, for any consequential, indirect, lost profit, punitive, exemplary, or other special damages. PM and the City agree that these limitations apply to any and all liabilities or causes of action against PM, however alleged or arising, unless to the extent otherwise prohibited by law. This provision shall survive the termination of this engagement.

In the event this engagement agreement expressly identifies multiple phases of services, the total aggregate liability of PM to the City shall be limited to no more than the total amount of fees paid by the City for the particular phase of services alleged to have given rise to any such liability.

13. **Receipt of Legal Process** – In the event PM is required to respond to a subpoena, court order, or other legal process (in a matter involving the City but not PM) for the production of documents and/or testimony relative to information PM obtained and/or prepared during the course of this engagement, the City agrees to compensate PM for the affected PM staff's time at such staff's current hourly rates, and to reimburse PM for all of PM's out-of-pocket costs incurred associated with PM's response unless otherwise reimbursed by a third party.
14. **Termination of Engagement** – This agreement may be terminated by either party upon written notice. Upon notification of termination, PM's services will cease and PM's engagement will be deemed to have been completed. the City will be obligated to compensate PM for all time expended and to reimburse PM for related costs PM incurs through the date of termination of this engagement.
15. **Time Limits** – Except for actions to enforce payment of PM's invoices and without limiting any claims for indemnification hereunder, any claim or cause of action arising under or otherwise relating to this engagement must be filed within two years from the completion of the engagement without regard to any statutory provision to the contrary.
16. **Entire Agreement** – This engagement agreement is contractual in nature, and includes all of the relevant terms that will govern the engagement for which it has been prepared. The terms of this letter supersede any prior oral or written representations or commitments by or between the parties regarding the subject matter hereof. Any material changes or additions to the terms set forth in this letter will only become effective if evidenced by a written amendment to this agreement, signed by all of the parties.
17. **Severability** – If any provision of this engagement agreement (in whole or part) is held to be invalid or otherwise unenforceable, the other provisions shall remain in full force and effect.
18. **Conflicts of Interest** - PM's engagement acceptance procedures include a check as to whether any conflicts of interest exists that would prevent acceptance of this engagement. No such conflicts have been identified. the City understands and acknowledges that PM may be engaged to provide professional services, now or in the future, unrelated to this engagement to parties whose interests may not be consistent with interests of the City.
19. **Agreement Not to Influence** – the City and PM each agree that each respective organization and its employees will not endeavor to influence the other's employees to seek any employment or other contractual arrangement with it, during this engagement or for a period of one year after termination of the engagement. the City agrees that PM employees are not "contract for hire." PM may release the City from these restrictions if the City agrees to reimburse PM for its recruiting, training, and administrative investment in the applicable employee. In such event, the reimbursement amount shall be equal to two hundred hours of billings at the current hourly rate for the PM employee.
20. **Signatures** – Any electronic signature transmitted through DocuSign or manual signature on this engagement letter transmitted by facsimile or by electronic mail in portable document format may be considered an original signature.
21. **Governing Law** – This agreement shall be governed by and construed in accordance with the laws of the State of Ohio, and jurisdiction over any action to enforce this agreement, or any dispute arising from or relating to this agreement shall reside exclusively within the State of Ohio.

End of Professional Services Agreement – Consulting Services

{Thank You!}

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moran

audit • tax • consulting

For more information contact:

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