

**AGENDA ITEM EXECUTIVE SUMMARY**Agenda Item number: **5b**

Title:

Recommendation to Approve an Agreement with Plante Moran to Provide a Work Order/Asset Management and Community Development System Needs Assessment for a not-to-exceed cost of \$89,965

Presenters:

Larry Gunderson, Director of Information Systems
Michael Drake, Senior Systems Analyst

Meeting: Government Operations Committee

Date: December 19, 2016

Proposed Cost: \$89,565

Budgeted Amount: \$90,000

Not Budgeted: ☐**Executive Summary (if not budgeted please explain):**

The City requires a work order and asset management system that supports enterprise-wide business processes for the entire life cycle of City assets. Since this will be a new program for the City, and due to the complexity and costs associated with a project of this magnitude, staff recommends the utilization of an outside consultant to help educate and guide us through a comprehensive needs assessment prior to choosing and implementing a solution.

The City developed a Request for Proposal for consulting services to assist the City with this effort. The RFP scope of work includes:

- Strategy sessions and interviews with department staff and City senior management.
- Audit of software and process currently utilized to manage City assets and the work performed on them.
- Recommendations on business process improvements.
- Compiling of a list of system requirements.
- Expected software/hardware costs and implementation schedule.
- Development of a Request for Proposal (RFP).

The City also requires an updated community development tracking and permitting systems, given that the current system is nearing end of life and does not fit current business needs. For this initiative staff also recommends the utilization of an outside consultant to help educate and guide us through a comprehensive needs assessment prior to choosing and implementing a solution.

This project addresses items within the following goals in the City's Strategic Plan.

- Strategic Goal #38 – Implement a Work Order and Asset Management System
- Strategic Goal #11 – Explore Options for Updating the City's Development Tracking System

Plante Moran was selected for the Work Order and Asset Management Need Assessment through a Request for Proposal (RFP) process by members of the Public Works, Finance, and Information Systems Departments. Due to the expertise of the Plante Moran consultants proposed for this engagement, and economies of scale, it is recommended that they perform a similar needs assessment for Community Development.

Attachments (please list):

Enterprise Asset Management / Community Development Needs Assessment Vendor Selection
Plante Moran Professional Consulting Services Agreement

Recommendation/Suggested Action (briefly explain):

Recommendation to approve an agreement with Plante Moran to provide a work order/asset management and community development system needs assessment for a not-to-exceed cost of \$89,965.



Memo

Date: December 19, 2016

To: Alderman Dan Stellato

Chairman of the Government Operations Committee

From: Larry Gunderson, Director of Information Systems

Re: Enterprise Asset Management and Community Development Needs Assessment

Purpose

This memorandum outlines the goals, objectives and process for entering into an agreement with a consultant to provide an Enterprise Asset Management and Community Development System Needs Assessment.

Background

The City requires a work order and asset management system that supports enterprise-wide business processes for the entire life cycle of City assets. The types of assets that will be managed with the system include City buildings, vehicles, trees, sidewalks, roadways, storm sewers and the utility infrastructure. Currently staff uses several stand-alone maintenance management systems that lack integration with enterprise systems, do not support all aspects of the asset management lifecycle and do not provide a required understanding of the financial value of the City's assets.

In order to meet the objectives of the asset management system implementation the City will utilize a combination of in-house resources and out-sourced consultant expertise. The implementation will require an understanding of the needs of all stakeholders and the value and priority of each integration with City enterprise systems. The first step in fulfilling this City strategic goal is to complete a comprehensive asset management system needs assessment.

The City also requires an updated community development tracking and permitting system that is built on current technology standards and can be adapted to meet the needs

of the City's customers. The current system (which was originally implemented in 2002) is nearing end-of-life for support from the software developer, does not allow for management of the development process in accordance with City business processes, and does not link all relevant information together to enable staff to have a complete view of the development process.

In order to completely understand and capture the requirements of a development tracking and permitting system the City will utilize a combination of in-house resources and out-sourced consultant expertise. As with the Asset Management project, this project will require an understanding of the needs of all stakeholders, provide budgetary estimates for the software implementation, and the value and priority of each integration with City enterprise systems. The first step in fulfilling this City strategic goal is to complete a development tracking and permitting system needs assessment.

Request for Proposal Development Process and Vendor Selection

City staff developed and posted an Enterprise Asset Management Need Assessment RFP on the City's website. The project scope defined in the RFP involved three primary tasks; needs assessment, conceptual system design, and an implementation plan. Major project activities or deliverables include; executive and staff visioning sessions, interviews, audit of current software and business process used to manage City assets, discussion of best practices regarding development of an asset management program, a recommended implementation plan and its respective budget, and development of an RFP.

A team of Public Works, Finance, and Information Systems personnel were invited to participate on the selection committee. All proposals received were evaluated based on the following criteria and weights (points):

Proposed Scope of Work	30
Company Experience & References	30
Personnel/Staffing Resources	30
Completeness and Presentation of Proposal	10
Total Possible	100

The City received seven RFP responses. After a thorough review of the proposals by the selection team, four vendors were elevated and asked to provide an online presentation of their proposal to the committee. At the completion, utilizing the same scoring criteria, two vendors (Woolpert and Plante Moran) were elevated and asked to visit the City to provide an onsite presentation, with additional department stakeholders in attendance. At the conclusion of these presentations, stakeholder feedback was provided to selection team members. Using the same scoring criteria, Plante Moran was then chosen as the finalist. Since the budget for this project was stated in the RFP, the proposed costs for each consultant were similar: Plante Moran's proposal was \$64,860, whereas Woolpert's was \$64,986.

After the selection of Plante Moran, City staff met to discuss a unique opportunity that had been provided due to the expertise of the Plante Moran consultants proposed for this engagement. In addition to experience with performing needs assessments for Enterprise Asset Management systems, they have also conducted the same for Community Development systems. As a result, Plante Moran was asked to provide a proposal for a Community Development System needs assessment. Their proposal provides for an additional 105 hours of consulting services, at a cost of \$24,675, to complete a needs assessment for a Community Development System. Economies of scale are provided due to the fact that the timelines for these two needs assessments will be overlapping—which will result in lower consultant project management fees and reduced travel costs. The completion of a required Community Development needs assessment is also significantly expedited by incorporating the additional scope of services onto their original proposal.

A portion of the funds budgeted for the upgrade of our current permit management system will be utilized for the Community Development portion of this project.

Recommendation

Staff recommends approval of an agreement with Plante Moran to provide needs assessments for Enterprise Asset Management and Community Development systems for a not-to-exceed cost of \$89,565.

CONSULTING SERVICES AGREEMENT

This Consulting Services Agreement ("Agreement") is made on the 7th day of December, 2016 by and between the **City of St. Charles ("City")** and **Plante & Moran, PLLC ("Consultant")**. The following exhibits are made part of this agreement:

- Exhibit A: Scope of Services
- Exhibit B: Project Milestone Deliverable and Payment Schedule
- Exhibit C: Confidentiality Agreement
- Attachment A: City's Request for Proposal (RFP) for Enterprise Application Strategy Consulting Services
- Attachment B: Consultant's Proposal Response for Enterprise Application Strategy Consulting Services

The City desires to have services provided by the Consultant; therefore, the above stated parties agree as follows:

1. Description of Services

The scope of services to be provided by Consultant, under this Agreement, shall consist of the services defined in the Consultant's, Technical & Price Proposals to *Provide Enterprise Asset Management / Work Order Assessment Study Consulting Services for the City of St. Charles*, dated April 1, 2016 and attached hereto and incorporated herein as Exhibit "A" Scope of Services, and the services listed therein specifically including:

- City Request for Proposal (RFP) for Enterprise Asset Management / Work Order Needs Assessment Study for the City of St. Charles, IL – Issued February 16, 2016
- Consultant's Proposal Response for Enterprise Application Strategy Consulting Services Price Proposal Dated April 1, 2016
- Consultant's Proposal Response for Enterprise Application Strategy Consulting Services Technical Proposal Dated April 1, 2016

2. Payment to the Consultant

The City shall pay a total not to exceed fee to the Consultant of \$89,565. Payment shall be made based upon the City project manager's acceptance of deliverables as outlined in Exhibit "B" Project Milestone Deliverable and Payment Schedule. Invoices will be submitted on the 30th of the month for all deliverables accepted in the current month.

3. Independent Contractor

The parties intend that an independent contractor relationship will be created by this Agreement. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Consultant. The Consultant is not to be considered an agent or employee of the City for any purpose, and shall be solely responsible for the control and payment of its employees and compliance with applicable federal, state, and local laws.

4. Confidentiality

The parties involved represent the terms of confidentiality as part of this agreement as represented as Exhibit "C": Confidentiality Agreement.

5. Compliance with Laws

The Consultant shall comply with all applicable federal, state, and local laws, rules and regulations applicable to the project, Human Rights Act (775 ILCS 5/2-1 105), and all laws and regulations pertaining to occupational and work safety.

The Consultant's signature on this document herein certifies that it has a sexual harassment policy in effect which complies with 775 ILCS 5/2-105. The Consultant shall maintain full compliance with all provisions of 5 ILCS 140/1 et. seq. (the "Act") including, but not limited to, providing any requested records subject to the Act within the deadlines provided by the Act. Failure by the Consultant to maintain compliance with any provisions shall result in the

assessment of any and all penalties, damages, and/or costs incurred by the City to the Consultant which shall be paid immediately by the Consultant upon the demand of the same by the City.

6. Indemnification

To the fullest extent permitted by law, the Consultant hereby agrees to defend, indemnify and hold harmless the City, its officials, employees and agents against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, cost and expenses, which may in anywise accrue against the City, its officials, agents and employees, arising in whole or in part or in consequence of the performance of this work by the Consultant, its employees, or subcontractors, or which may in anywise result therefore, except that arising out of the sole legal cause of the member, its employees or agents, the Consultant shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the City, its officials, employees and agents, in any such action, the Consultant shall, at its own expense, satisfy and discharge the same.

Consultant expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Consultant, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the member, its officials, employees and agents as herein provided.

7. Insurance

The Consultant shall maintain commercial general liability coverage against death, bodily injury, and property damage in the amount of \$1,000,000 combined single limit per occurrence, with a general aggregate no less than \$2,000,000. The City, its officers, agents and employees shall be included as an additional insured.

8. Litigation

This Agreement shall be enforceable in a court of competent jurisdiction by any of the parties hereto by any appropriate action at law or in equity, including, without limitation, the right of any party hereto to seek specific performance of the terms thereof. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois.

9. Termination

If the Consultant fails to perform to the City's satisfaction any material requirement of this Agreement or is in violation of a material provision of this Agreement, the City shall provide written notice to the Consultant requesting that the breach or non-compliance be remedied with the period of time specified in the City's written notice. If the breach or non-compliance is not remedied by that date, the City may either: (a) immediately terminate the Agreement without additional written notice or, (b) enforce the terms and conditions of the Agreement, and in either event seek any available legal or equitable remedies and damages.

Notwithstanding the paragraph above, the City may terminate this Agreement at any time, with or without cause, upon the giving of at least 10 days' notice in writing to the Consultant. If the Agreement is terminated by the City without cause as provided herein, the Consultant will be paid for the time provided and expenses incurred up to the termination date.

10. Severability

The invalidity, illegality, or unenforceability of any provision of the Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a void provision that comes as close as possible to the intent of the stricken provision. The provision of

this Article shall not prevent the entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

11. Ownership Rights

Any interest (including copyright interests) of the Consultant in studies, reports, memoranda, computational sheets, drawings, or any other documents (including electronic media) related to the project prepared by the Consultant shall be the property of the City. To the extent permitted by Title 17 of the United States

Code, work product produced under this Agreement shall be deemed works for hire and all copyrights in such works shall be the property of the City. In the event that it is ever determined that any works and any former works created by the Consultant under this Agreement are not works for hire under U.S. law, the Consultant hereby assigns to the City all copyrights to such works when and as created. With the City's prior written approval, the Consultant may retain and use copies of such works for reference and as documentation of experience and capabilities.

12. Integration.

This Agreement together with all Exhibits and attachments thereto, constitute the entire understanding and agreement of the Parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof.

CITY OF ST. CHARLES (City)

PLANTE MORAN (Consultant)

By: _____
(Signature)

By: _____
(Signature)

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT "A"
SCOPE OF SERVICES

Enterprise Asset Management System (EAMS) Assessment & Selection Services
Community Development System (CDS) Business Requirements & Selection Services
Project Task Descriptions

PHASE 0 | PROJECT MANAGEMENT

1. Conduct Project Initiation

A project initiation meeting will be conducted to introduce the project team, validate 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.

Deliverable: Update project team calendars and secure resource commitments

2. Define Project Organizational Structure

Our approach to each consulting engagement is structured to provide the services and level of professional support required to meet the individual needs of the client. We will work jointly with the key City contacts to design a process that will meet the overall needs of the City. During the early stages of the project we propose creating a cross-functional group of representatives from the core service areas to be involved in the process. The importance of including end users and process owners in all phases cannot be understated. We have designed a very participative approach to engage key project stakeholders throughout the process. We would anticipate assisting the City in defining the following roles and responsibilities.

Deliverable: Project Governance Structure

3. Develop Project Charter

During project initiation, a Project Charter will be developed that will provide a framework for the following areas of focus:

- Project overview
- Vision statement
- Project stakeholder inventory
- Project influences
- Scope plan (both in and out of scope items)
- Project staffing

Deliverable: Project Charter Document

4. Conduct Stakeholder Analysis

Given the broad representation of City personnel interacting with infrastructure assets this task will begin with the development of a stakeholder register. This register will include a review of the City's organization structure to identify those having a current and/or future interest in the Enterprise Asset Management Solution (EAMS) and Community Development System (CDS).

- Identification Information: The participants name, organizational position, location, role in the project, contact information.
- Project Role (examples): Sponsor, executive stakeholder, functional lead, key system end-user, subject matter expert to be consistent with roles identified in the Project Charter and staff member roles and responsibilities.
- Assessment of Level of Involvement: Based on expectations, requirements, potential project influence, and phase in the EAMS project where they have the greatest interest and potential

contribution, determine level of involvement and prepare a resource schedule that is aligned with the project schedule.

Once the Stakeholder Register and Resource Schedule is completed, Plante Moran will work with the City's project sponsor, project manager, and project steering committee to create an interview candidate listing. This list will include the necessary executive level support to ensure the candidate is available and is authorized to participate throughout the project. These lists will be used to coordinate and schedule interviews for the management level, functional, and cross-functional interviews.

Deliverable: Stakeholder Register Document

5. Establish Project Collaboration Center

Collaboration environments serve a variety of purposes including acting as a repository for documentation developed during the course of a system selection engagement. During this activity, we will work with the City to establish a project collaboration environment including design, structure, security and content.

Deliverable: Project Collaboration Center

6. Update Detailed Project Plan

Starting with the work tasks proposed in this Work Plan we incorporate the following into a detailed Microsoft Project™ plan or Excel compatible document depending upon the City's preference:

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

Deliverable: Updated Project Plan, Anticipated Time Commitment Estimates for Staff Members

7. Establish Project Collaboration Center

Collaboration environments such as Microsoft SharePoint 365 have become increasingly viable tools in which to establish project collaboration environments for small, mid-size and large-scale projects. These environments can serve a variety of purposes including acting as a repository for documentation developed during the course of an engagement.

Deliverable: Project Collaboration Center

8. Schedule and Moderate Bi-Weekly Project Status Meetings

Continuous feedback is the key to a successful project. In this way, problems can either be avoided entirely, or anticipated early on, to minimize non-productive effort and keep the project on schedule. As such, we will schedule weekly conference calls with City's project manager to:

- Report on the status of the Project Plan and timeline
- Re-schedule tasks as necessary and update Project Plan when necessary
- Discuss major open issues and develop strategies to address them

Deliverable: Bi-Weekly Project Status Calls

PHASE 1 | NEEDS ASSESSMENT

1. Review of Documents

Immediately upon receiving notice to proceed, Plante Moran will review any available existing documentation gathered and provided by the City to gain a comprehensive understanding of the City's existing operations and business processes. Documents to be reviewed include the following:

- The City's recently published water and sewer rate studies
- Asset management operating policies and procedures
- Relevant process and function descriptions/handbooks, pre-existing workflow documentation/flowcharts, such as those that the City has already developed

- Existing GIS data models for all asset classes for proposed EAMS and CDS use
- Costs, current operating budget detail, purchasing plans for EAMS and CDS technologies currently in place with existing EAMS related systems
- Existing systems inventory supporting various business processes that will be evaluated for potential replacement or interfacing to the new EAMS and/or CDS system
- Listing of additional “shadow systems” and non-integrated systems
- Listing of transaction and operating volumes anticipated for the future EAMS and CDS environment
- Outstanding enhancement requests on current relevant systems
- Locations of all sites involved in the project, identification of sites to be visited, and schedules of staff for visits
- The City standards for hardware, software, network operating systems, protocols, etc.
- Identification of interview candidates for process owner and management level interviews
- License and permit fee schedules.
- Existing licensing and permit approval workflows.

Deliverable: Supporting Review Notes, Updates to Project Charter, and Interview Candidate Listing

2. Conduct Onsite Project Kick-off and Management Level Interviews

We anticipate using a very participative approach with City staff interacting with our consultants to assess current software systems, identify the strengths and limitations in existing systems, identify process improvements, understanding influences impacting timelines, and staffing requirements.

This activity will begin with preparation for a project kick-off meeting and management-level interviews. The primary objectives include:

- Assist in developing awareness regarding the project
- Meet the Project Manager and Project Steering Committee to confirm expectations, finalize the Project Charter, and discuss any organizational matters that require clarification
- Provide Plante Moran's consultants with a high-level understanding of systems, organizational workflow and significant issues and opportunities that will lead to City requirements
- Assist in identifying individuals to be included in subsequent interviews in the process owner and end-user interviews

Deliverables: Project Kick-Off Presentation, Interviews Conducted with Executive Leadership, Interviews, Updates to Interview Candidate Listing

3. Conduct Onsite Process Owner and EAMS and CDS End-User Interviews

We have found that an inclusive approach tends to yield the greatest return to the client and dramatically improves EAMS and CDS implementation success rates.

Plante Moran proposes a series of interviews with process owners and end-users. We will request the City to assist in identifying departments to be interviewed along with composition of the end-user teams based upon the input provided by the management level interviews conducted.

A series of functional interviews focusing on each topic will be arranged with eight to ten people each for approximately 75 minutes each. We will discuss key current business and technological workflows and processes within the City.

Process Owner Interviews: The interviews will start with functional areas by addressing the following areas and related questions in the table below.

End-User Interviews: During the beginning of each end-user interview, Plante Moran will provide an overview of the best practices currently being instituted by municipalities effectively leveraging EAMS and CDS systems. This will be designed to raise the City's awareness of the opportunities for sharing asset management information throughout the organization.

Deliverables: Process Owner Pre-Interview Questionnaire, Process Owner Interviews, Completed End-User Interviews, Systems and Completed Existing Systems and Interfaces Inventory

4. Conduct Educational EAMS / CDS Awareness and Business Improvement Visioning Workshops

Plante Moran will prepare an awareness presentation to the City featuring applications of EAMS and CDS that incorporate the following areas of consideration as prior to a visioning session to review the major themes received through the interview process.

- Advantages and disadvantages of a new centralized EAMS and CDS system solutions designed to support the City's individual service areas
- Advantages and disadvantages of redesigned and technology-enhanced processes
- Improvement opportunities for an integrated permitting, licensing, and inspections commonly associated with today's CDS solutions.

The business process review workshops provide an opportunity to identify key themes involving work simplification, changes to policies and procedures, reduction or elimination of process steps, elimination or automation of manual processes, and reassessment of the business value being accomplished in the process. When we evaluate these opportunities, we will consider a number of criteria, including opportunities for service improvement; alignment with strategic objectives; cost reduction; work order cycle time reduction; addressing statutory or legal requirements; and risk avoidance.

Plante Moran will provide specific feedback and advice regarding opportunities these business systems can provide. It also would provide an opportunity for each participating service area to react to the preliminary recommendations to address any expectation gaps regarding any of the asset management practices identified.

Deliverables: Educational Awareness and Business Improvement Visioning Workshop, Issues and Opportunities

5. Develop EAMS Needs Assessment & CDS Business Opportunities Summary

Plante Moran will prepare a Needs Assessment connecting the operational business benefits with the most common capabilities achieved with today's EAMS / CDS technology solutions. A finalized listing of issues and opportunities with substantiating detail will be collected and prepared representing encompassing each of the key EAMS / CDS systems and related process areas identifying potential areas for improvement. The Needs Assessment will reflect the results of the "issues" with our knowledge of Best Practices and approaches used by our governmental clients to address them.

Our findings will be presented by specific service area for validation and verification and will also be summarized across the entire organization.

Deliverable: EAMS / CDS Needs Assessment

6. Finalize Report & Presentation to City Senior Management Team

Plante Moran shall prepare a final report and present the results of the study to City's senior management team.

Deliverable: Finalized Report Document Formally Presented to the City's Management Team

PHASE 2 | CONCEPTUAL SYSTEM DESIGN

1. Assess City's EAMS / CDS Technology Environment and Prepare System Design Considerations

We will distribute a technical questionnaire for the City's completion and perform an interview with staff directly involved with supporting the current technical environment. The results of reviewing documentation and interviewing staff will allow us to identify and document current technology environmental considerations

as well as identify high level recommendations related to supporting technologies that should be implemented well in advance of obtaining more detailed technical environment requirements associated with a future EAMS and CDS solution. An evaluation of security requirements, City technology access policies, user administration, database administration, and managed application/database services will be evaluated.

Deliverables: Systems and Interface Inventory, Technical Infrastructure Evaluation Summary, Issue & Opportunity Assessment (Technical Summary – Current Systems Inventory Assessment)

2. Prepare and Present EAMS / CDS Business Process Improvement Recommendations

The identification of process improvements will be represented as a complement to the issues and opportunities produced within the Needs Assessment. These business process improvement recommendations will be categorized into technical and non-technical components and the timing for each will provide the City with a recommended sequencing of activities including:

- **Pre-Implementation:** Independent of vendor solution prior to implanting an EAMS and CDS solution.
- **Implementation:** A process opportunity to address during an EAMS and CDS solution implementation.
- **Post-Implementation:** A process opportunity to address following a system transition from project implementation to service deployment phase. It is likely the City will transition its business units in a logical sequence minimizing impact to the organization. Considerations for these migrations will be taken in account.

Deliverable: Business Process Improvement Summary with Phasing Recommendations

Phase 3 | Implementation Plan for Future EAMS-CDS Solution

1. Prepare EAMS - CDS Marketplace Assessment and Solution Cost of Ownership Estimate

Plante Moran actively monitors the EAMS - CDS vendor marketplace and represents the following partial vendor list have established product and service offerings in the municipal service marketplace that we will monitor in addition to any of those previously identified by the City.

Plante Moran will provide the City with a budgetary estimate representing one-time acquisition and implementation cost components in addition to reoccurring cost components for a new EAMS and CDS solution. A three-point budgeting estimate will be offered based upon actual responses Plante Moran previously facilitated on behalf of its clients. This total cost of ownership will be presented for both five and ten years depending upon the investment planning horizon the City desires.

Deliverable: Total Cost of Ownership Solution, Marketplace Assessment

2. Develop EAMS - CDS Solution Functional and Technical Specifications

To assist the City in anticipation of the RFP effort, Plante Moran will provide best practice software requirements (i.e. specifications) along with certain technical requirements which will be formatted for inclusion into the City's RFP. We will enhance our existing best practice specifications to reflect the City's unique circumstances.

As a basis for the development of software specifications, we will leverage Plante Moran's existing best practice EAMS - CDS software specifications that our team has developed for government clients along with 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, could support the basis of the City's functional requirements.

Deliverable: Functional and Technical Requirements for EAMS - CDS Integrated Solution

3. Develop Proposed EAMS - CDS Governance Model and Recommended Solution Phasing Approach

Plante Moran will provide guidance to the City regarding how a governance model can be prepared for aligning the City's IT resource strategy to enable its service areas to achieve their business objectives. The types of topics to be answered should include:

- How decisions are made when the impact to multiple stakeholders is anticipated or known.
- How conflicts are resolved when consensus cannot be reached around viable courses of action.
- A determination for how traditional organizational hierarchies apply to the management and administration of the final EAMS - CDS solution.
- Fair cross-departmental representation of stakeholder business units involved throughout the system's implementation and after go-live.

Answering these questions early in the system selection process following requirements development can ensure critical stakeholders have a voice throughout the process.

Deliverable: Proposed Governance Model, Recommended Solution Phasing

4. Develop Request for Proposal (RFP) Document for Integrated EAMS - CDS Solution

Based on the interview process and other data gathering questionnaires, we will develop a draft RFP document to solicit vendor responses in a format that will ease analysis. The RFP will be tailored to the City's unique requirements based on the project activities performed, but 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
- Other planned, related City initiatives
- Interfaces required
- A discussion of the timeline and approach being taken by the City to select a finalist software solution, including:
 - Intent
 - Selection criteria
 - Guidelines for software and implementation vendors to submit proposals
- Timeline
- Proposal response format
- Implementation services requested
- Software specifications
- Terms and conditions
- Various forms for the vendors to complete and return, including:
 - City specific RFP forms
 - 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. We expect that the City will incorporate any of their edits directly in the Microsoft Word document we provide as a template with modifications as required by the City's Purchasing Team.

Deliverable: One (1) Request for Proposal Document for an Integrated EAMS and CDS Solution

5. Final Executive Level Presentation

Plante Moran will provide an onsite presentation featuring its project findings and recommendations to an audience of stakeholders. The presentation will review the key roles and EAMS and CDS governance recommendations necessary to establish and sustain the integrated solution. It will also feature examples of high level dashboard metrics and measures that could potentially be used by leadership to gauge progress and status.

Deliverable: Remote Presentation with Question and Answer Session, Executive Summary Handouts

EXHIBIT "B"

PROJECT MILESTONE DELIVERABLE ACCEPTANCE & PAYMENT SCHEDULE

Project Tasks	Deliverables	Payment
1. Update and Finalize Detailed Project Plan	Detailed Project Plan	\$ 1,000
2. Completed Management and End-User Interviews	Process Owner Pre-Interview Questionnaire, Process Owner Interviews, Completed End-User Interviews, Systems and Completed Existing Systems and Interfaces Inventory	\$ 22,000
3. Completion of Educational EAMS / CDS Awareness and Business Improvement Visioning Workshops	Educational Awareness and Business Improvement Visioning Workshop, Issues and Opportunities	\$ 10,000
4. Delivery of Draft Needs Assessment	Draft EAMS / CDS Needs Assessment	\$ 5,000
5. Acceptance of Needs Assessment	Acceptance of EAMS / CDS Needs Assessment, Presentation of Report Document to City's Management Team	\$ 12,000
6. EAMS/CDS Technology Environment and Design	Systems and Interface Inventory, Technical Infrastructure Evaluation Summary, Issue & Opportunity Assessment (Technical Summary – Current Systems Inventory Assessment), Business Process Improvement Summary with Phasing Recommendations	\$ 10,000
7. EAMS / CDS Marketplace Assessment and Cost of Ownership Estimate	Total Cost of Ownership for Anticipated EAMS / CDS Solution	\$ 5,000
8. Functional and Technical Specifications	Functional and Technical Requirements for EAMS / CDS Integrated Solution	\$ 9,000
9. Governance Model and Recommended EAMS Solution Phasing	Proposed Governance Model, Recommended Solution Phasing	\$ 9,000
10. RFP Document Development	Acceptance of RFP Document for an Integrated EAMS and CDS Solution, Final Executive Level Presentation	\$ 6,565
Total Deliverable Based Payments for Project		\$ 89,535

EXHIBIT "C"
CONFIDENTIALITY AGREEMENT
RECITALS

WHEREAS, the City and Consultant may provide each other certain proprietary, confidential, non-public, or trade secret information.

WHEREAS, the Parties wish to set out the terms under which each Party is willing to disclose such information to the other Party and upon which the Parties are willing and obliged to keep such information confidential.

NOW THEREFORE, the Parties agree as set out below:

1.0 DEFINITIONS. In addition to those words defined above, the following words shall have the meanings set forth below.

1.1 CONFIDENTIAL INFORMATION means all documents or information disclosed or made available by the City and the Consultant in connection to:

1.1.1 opinions expressed or policies or actions that are formulated, including, but not limited to, preliminary drafts, notes, recommendations, memoranda and other records, as well as technical information related to the security systems of the City, including physical and logical access controls and computer networks, or the security of other records which are exempt from disclosure under the Illinois Freedom of Information Act, in addition to other state and Federal exemptions, as may be applicable;

1.1.2 All Personal Identifying Information (PII). Personal identifying information is staff, contractor, or customer information that can be used to uniquely identify, contact, or locate a single person or can be used with other sources to uniquely identify a single individual;

1.1.3 medical or health records, and personnel information;

1.1.4 documents, including:

- (a) any text, letter, memorandum, sound recording, videotape, film, photograph, chart, graph, map, survey, diagram, model, sketch, book of account and information recorded or stored by means of any device pertaining to the City and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";
- (b) technical data, research, products, financial information, plans or strategies, forecasts or forecast assumptions, business practices, operations, procedures or services related to the City and/or any of its information technology or other systems and marked "Confidential" or "Proprietary.";

1.2 SUBSIDIARY OF A PARTY means any corporation or individual that is controlled by the Party, and refers to a direct or indirect subsidiary of the Party.

2.0 AGREEMENT

2.1 Each party agrees:

- (a) to use the same means it uses to protect its own confidential information to maintain the secrecy and confidentiality of the other Party's Confidential Information,
- (b) except as provided in Sections 2.1(d), 2.2 and 2.4, not to disclose any Confidential Information to a third party without the prior written consent of the Disclosing Party,

(c) not to use any Confidential Information for any purposes other than providing bids or quotes or fulfillment of a Contract,

(d) only to disclose the Confidential Information to its directors, officers, employees, agents and advisers (collectively called "Representatives") who have a need to know the information for the creation of bids or quotes or for the fulfillment of a Contract (it being understood that the Receiving Party shall inform such Representatives of the confidential nature of that information and the obligation of confidentiality undertaken by the Receiving Party hereunder, and shall direct such Representatives to treat that information confidentially in accordance with the terms of this Agreement),

(e) to take reasonable steps to prevent its Representatives from acting in a manner inconsistent with the terms of this Agreement, and

(g) Maintain the confidentiality of computer system passwords. The following actions by either Party will be considered a violation and breach of this Agreement:

- Disclosing a password to another person.
- Using another person's ID or password, with or without that person's knowledge or consent.
- Using access to shared computer facilities for other than services hereunder.

Any ID that is assigned will be provided with a level of access that is adequate to perform services hereunder. Attempts by either Party to access information that are outside these bounds will be considered a violation and breach of this Agreement.

(h) to establish information security standards requiring that reasonable measures be implemented that are designed to:

- 1) Ensure the security and confidentiality of any of City's confidential information in your possession or control;
- 2) Protect against any anticipated threat or hazards to the security or integrity of this information;
- 3) Encrypt any data stores that reside on portable media or devices, such as laptops, thumb drives, external hard drives or CDs;
- 4) Protect against unauthorized access to or use of this information that could result in substantial harm or inconvenience to any staff, contractor, or customer of the City; and
- 5) Ensure the proper disposal of this information.

2.2 This Agreement does not impose any obligations on the Consultant with respect to its own Confidential Information. In addition, the obligations of confidentiality set out above do not apply to information that:

- (a) at the date of disclosure said information (in the same form in which the disclosure is made) has been published or has otherwise entered the public domain without a breach of this Agreement, or thereafter becomes generally available to the public without breach of this Agreement. If any of the information described as Confidential in Paragraph 1.1 above is alleged to have become public, before disclosing such information to any other person the Party so claiming will notify the City and obtain written confirmation that it is likewise the City's understanding that such Confidential Information has entered the public domain;
- (b) is independently developed or obtained by the receiving Party without breach of this Agreement. Prior to use of such information, the Consultant shall notify the City in writing if it intends to use or in any way reference or discuss Confidential Information which it believes has been independently developed or obtained by either of them without breach of this Agreement.

2.3 It is not a breach of this Agreement to:

- (a) disclose Confidential Information required to be disclosed by applicable law, regulation or court order in which event the receiving Party shall (unless affirmatively prohibited by such applicable law, regulation or court order) promptly notify the City in writing of the requirements for such disclosure and cooperate through all reasonable and legal means, at the City's expense, in any attempts by the disclosing Party to prevent or otherwise restrict disclosure of the Confidential Information.
- (b) Disclose any ideas, concepts, know-how, or techniques developed during the course of the Agreement by Consultant personnel or jointly by Customer and City personnel.

2.4 The Parties agree that certain Confidential Information may be subject to attorney-client work product or other privileges and that no disclosure hereunder is intended to waive any privileges applicable to any statement, document, communication, or other information disclosed pursuant to this Agreement. The receiving Party shall treat such Confidential Information accordingly.

3.0 NO WARRANTY

3.1 The Parties make no representations or warranties about the adequacy, accuracy, or suitability of the Confidential Information for any purpose. The receiving Party is responsible for making its own evaluation of such Confidential Information.

3.2 Each Party acknowledges that notwithstanding the execution of this Agreement, the City maintains the sole and absolute discretion to determine what, if any, information it will release to the Consultant or which it will allow the Consultant to use.

4.0 REMEDIES

4.1 The Parties acknowledge that a breach of this Agreement may cause serious and irreparable harm that may be difficult to ascertain. In the event of breach of this Agreement by either Party, the Party shall be entitled to obtain immediate injunctive relief in addition to any other rights or remedies it may have without proof of any actual or special damages and without the requirement to post bond or other surety in connection with any such injunctive relief. The prevailing Party shall be entitled to all attorneys' fees and costs incurred in such action or actions.

5.0 OWNERSHIP OF WORK PAPERS AND RETURN OF INFORMATION

At any time the City may request the return or the destruction, of all tangible Confidential Information previously delivered to the Consultant. Upon receipt of such request, all such Confidential Information, including without limitation any copies, summaries or compilations of such information, still in the Consultant's possession or under its control shall be promptly returned or destroyed, as requested.

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

Professional standards require that Consultant 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 Consultant. Consultant will maintain the confidentiality of all such workpapers as long as they remain in Consultant's possession.

Both City and Consultant acknowledge, however, that Consultant 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 Consultant 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, Consultant agrees to inform City in a timely manner of such request and to cooperate with City should City attempt, at City's cost, to limit such access. This provision will survive the termination of this agreement. Consultant's efforts in complying with such requests will be deemed billable to City as a separate engagement. Consultant shall be entitled to compensation for its time and reasonable reimbursement of its expenses (including legal fees) in complying with the request.

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

Upon City's written request, Consultant 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. Consultant will evaluate each written request independently. City acknowledges and agrees that Consultant will have no obligation to provide such access or to provide copies of Consultant's workpapers, without regard to whether access had been granted with respect to any prior requests.

6.0 MISCELLANEOUS

6.1 The nondisclosure provisions of this Agreement shall survive the termination of this Agreement, and the Consultant's duty to hold Confidential Information in confidence shall remain in effect until the City notifies it in writing that such information no longer qualifies as Confidential Information or sends the Consultant written notice releasing it from this Agreement, whichever occurs first.

6.2 This Agreement may be modified only in a document signed by the Parties.

6.3 No party shall assign, transfer, convey, or otherwise dispose of its rights, title, or interest in or to this Agreement or any part thereof without the previous written consent of the other Parties.

6.4 This Agreement is governed by the laws of the State of Illinois without giving effect to its conflict of laws provisions and is treated in all respects as an Illinois contract. Venue for any action arising out of the terms or conditions of this Agreement shall be proper only in the Circuit Court for the Sixteenth Judicial Circuit, Kane County, Illinois.

6.5 If any provision of this Agreement is held to be invalid, illegal, or unenforceable, all other provisions will, nevertheless, continue in full force and effect.

6.6 This Agreement inures to the benefit of the Parties and is binding upon their respective successors and assigns.

6.7 The Parties agree that this Agreement:

- (a) is the complete and comprehensive statement between the Parties about the protection of the secrecy or confidentiality of the Confidential Information; and
- (b) supersedes all discussions and other communications, whether written or verbal, between the Parties related to the protection of the secrecy or confidentiality of the Confidential Information.

6.8 The provisions of this Agreement shall survive the completion of the Purpose as defined herein.

6.9 This effective date of this Agreement ("Effective Date") shall be the last date on which either of the Parties hereto execute this Agreement.

Attachment A: City's Request for Proposal (RFP) for Enterprise Asset Management / Work Order Needs Assessment Study

Attachment B: Consultant's Technical Proposal Response for Enterprise Asset Management Study Services