

**NORTH CAROLINA
CITY OF HIGH POINT**

CONSULTANT CONTRACT

THIS CONTRACT is made, and entered into this the _____ day of _____, 2019, by and between the **CITY of HIGH POINT**, a North Carolina municipal corporation, (hereinafter referred to as "CITY"), and **GOVERNMENT FINANCE OFFICERS ASSOCIATION (GFOA)**, a not for profit corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "CONSULTANT"). CITY and CONSULTANT are hereinafter collectively referred to as the "Parties".

STATEMENT OF PURPOSE

WHEREAS, the CITY, the State and Local Government Finance Division ("SLGFD") of the North Carolina Department of State Treasurer ("DST"), and other entities and organizations, are members of a Steering Committee, under the Local Government Technology Initiative Steering Committee Memorandum of Understanding dated the ____ day of _____, 2019 (the "Steering Committee MOU"), and

WHEREAS, the purpose of the Local Government Technology Initiative ("LOGOTIN" or the "Project") is to identify a software product that could be utilized by local government units in North Carolina to meet essential financial, compliance, and reporting obligations in an efficient and transparent manner, and

WHEREAS, funding and authority for the Project have been granted by the North Carolina General Assembly in accordance with Senate Bill 257, page J8 of the conference report (Session Law 2017-57), and Project funding has been appropriated and allocated to the SLGFD Operations Budget,

NOW, THEREFORE For and in consideration of the mutual promises to each other and other good and valuable consideration, as hereinafter set forth, the Parties hereto do mutually agree as follows:

1. **SCOPE OF SERVICES AND ROLE OF CITY.** CONSULTANT hereby agrees to provide the services and/or materials under this Contract pursuant to the provisions and specifications set forth in the GFOA Proposal dated _____, 2019 prepared for the Project (hereinafter collectively referred to as "Services"). The GFOA Proposal is labelled "Attachment 1" and is hereby incorporated into this Contract by reference. Time is of the essence with respect to all provisions of this Contract that specify a time for performance.

Under the Local Government Technology Initiative Contract Administrator Memorandum of Understanding dated the ____ day of _____, 2019 (the "Contract Administrator MOU") the CITY has agreed to act as the Contract Administrator for the Steering Committee, entering into this Contract as a representative and agent of the Steering Committee, and not for the direct benefit of the CITY. The Contract Administrator MOU is attached to this Contract as "Attachment 2" and is incorporated into this Contract by reference. The CITY and CONSULTANT acknowledge that the SLGFD and the Steering Committee are third-party beneficiaries of this Contract.

2. **TERM OF CONTRACT.** The Term of this Contract for services is from the date of execution to June 30, 2020 unless sooner terminated as provided herein.
3. **PAYMENT TO CONSULTANT.** Prior to CONSULTANT'S commencement of each Task (as the Tasks are defined in Attachment 1), the Steering Committee shall guarantee to the Parties that sufficient funds are available and have been encumbered to pay CONSULTANT. CONSULTANT shall submit itemized invoices to CITY and shall receive compensation after the Services have been delivered to and accepted by the Steering Committee according to the schedule set forth in the "Pricing" section of Attachment 1.

Payment will be processed upon receipt and approval of the invoice by the Steering Committee in accordance with the procedures set forth in Attachment 2. All payments to CONSULTANT shall be dependent upon and subject to the availability of funds appropriated and allocated to DST for the Project. CITY and CONSULTANT acknowledge that (a) the sole source of funds available for payments due under this contract is the funding appropriated by the NC General Assembly and allocated and available to DST in accordance with Session Law 2017-57, and (b) all payments hereunder must be approved by the Steering Committee prior to disbursement by the CITY. No CITY funds shall be made available to pay the CONSULTANT, and CITY'S payment responsibilities under this Contract are limited to disbursing the funds appropriated to DST.

4. **INDEPENDENT CONTRACTOR.** CITY and CONSULTANT agree that CONSULTANT is an independent contractor and shall not represent itself as an agent or employee of CITY for any purpose in the performance of CONSULTANT's duties under this Contract. Accordingly, CONSULTANT shall be responsible for payment of all federal, state and local taxes as well as business license fees arising out of CONSULTANT's activities in accordance with this Contract. For purposes of this Contract taxes shall include, but not be limited to, Federal and State Income, Social Security and Unemployment Insurance taxes.

CONSULTANT, as an independent contractor, shall perform the Services required hereunder in a professional manner and in accordance with the standards of applicable professional organizations and licensing agencies.

5. **HOLD HARMLESS**

The City assumes no responsibility for the success of the Project or the processes established for the initiation or governance and monitoring of the same, including without limitation financial responsibility arising from any loss, damage, and expense (including legal expense) relating thereto, and the GFOA hereby irrevocably waives and releases all claims and causes of action relating thereto (collectively, the "Released Claims") to the fullest extent permitted by North Carolina Law. Furthermore, to the fullest extent permitted by North Carolina law, the GFOA agrees to indemnify, defend, compensate, and reimburse the City for, and protect and hold harmless the City from and against, all actions, proceedings and claims brought or threatened against the City, and all loss, damage, and expense (including legal expenses) relating to the Released Claims where such action, proceeding, or claim has arisen out of or is related to, this Contract, if any payment is made by the GFOA under this paragraph, GFOA will not seek recovery of that payment from the City at any time. The City shall be held harmless and made whole by the GFOA for any damages, financial, equitable, or legal exposures that the City may incur as a result of this Contract.

In the event this paragraph conflicts with any other provision of this Contract, or any agreements related to this Contract by incorporation or reference in any manner, this paragraph shall govern and control.

6. **OWNERSHIP OF WORK.** All Deliverables (as defined in Attachment 1) prepared by the CONSULTANT for this Contract shall be jointly owned by the DST SLGFD and the Steering Committee, which shall have all common law, statutory and other reserved rights, including copyright.

Submission or distribution of documents to meet official regulatory requirements or for similar purposes in connection with the project shall not be construed as publication in derogation of the SLGFD's and the Steering Committee's reserved rights.

7. **INSURANCE AND INDEMNITY.** To the fullest extent permitted by laws and regulations, CONSULTANT shall indemnify and hold harmless the CITY, the members of the Steering Committee and all their officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect, or consequential (including but not limited to fees and charges of engineers or architects, attorneys, and other professionals and costs related to court action or mediation) arising out of or resulting from CONSULTANT's performance of this Contract or the actions of the CONSULTANT or its officials, employees, or contractors under this Contract or under contracts entered into by the CONSULTANT in connection with this Contract. This indemnification shall survive the termination of this Contract.

CONSULTANT shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act, with minimum limits of \$150,000.00. Additionally, CONSULTANT shall maintain, at its expense, the following minimum insurance coverage: \$250,000/\$500,000 – Professional Liability - Error and Omissions.

CONSULTANT, upon execution of this Contract, shall furnish to the CITY a Certificate of Insurance reflecting the minimum limits stated above. The Certificate shall provide for thirty-(30) days advance written notice in the event of a decrease, termination or cancellation of coverage. Providing and maintaining adequate insurance coverage is a material obligation of the CONSULTANT. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The limits of coverage under each insurance policy maintained by the CONSULTANT shall not be interpreted as limiting the CONSULTANT's liability and obligations under the Contract. Notwithstanding the foregoing, nothing contained in this Section 6 shall be deemed to constitute a waiver of the governmental immunity of the CITY, which immunity is hereby reserved to the CITY.

8. **HEALTH AND SAFETY.** CONSULTANT shall be responsible for initiating, maintaining and supervising all safety precautions and programs required by OSHA and all other regulatory agencies while providing Services under this Contract.
9. **NON-DISCRIMINATION IN EMPLOYMENT.** The Consultant shall maintain a non-discrimination policy and shall comply with all State and Federal laws relating to equal employment opportunity.
10. **GOVERNING LAW.** This Contract shall be governed by and in accordance with the laws of the State of North Carolina. All legal proceedings relating in any way to this Contract shall be brought in federal or state courts in Wake County, North Carolina.
11. **TERMINATION.**

11.1 EVENT OF DEFAULT. Any one or more of the following acts or omissions of the CONSULTANT shall constitute an Event of Default hereunder:

- a. Failure to perform the Services satisfactorily or on schedule,
- b. Failure to submit any report required hereunder; and/or
- c. Failure to perform any other covenant, term, or condition of this Contract.

Upon the occurrence of an Event of Default, the CITY may take one, or more, or all of the following actions:

1. Give CONSULTANT written Notice of the Event of Default, specifying the Event of Default and requiring it to be remedied within, in the absence of greater or lesser specification of time, seven (7) calendar days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Contract, effective two (2) days after giving the CONSULTANT written Notice of Termination; and/or
2. Deduct all expenses incurred by the CITY for damages caused by the CONSULTANT's Event of Default; and/or
3. Treat this Contract as breached and pursue any of its remedies at law or in equity, or both, including damages and specific performance.

11.2 TERMINATION FOR CONVENIENCE. This Contract may be terminated, without cause, by either party upon thirty (30) days written notice to the other party. This termination notice period shall begin upon receipt of the Notice of Termination.

Termination of this Contract, under either section 10.1 or 10.2, shall not form the basis of any claim for loss of anticipated profits by either party.

12. **SUCCESSORS AND ASSIGNS.** CONSULTANT shall not assign its interest in this Contract without the written consent of CITY. CONSULTANT has no authority to enter into contracts on behalf of CITY.
13. **COMPLIANCE WITH LAWS.** CONSULTANT represents that it is in compliance with all Federal, State, and local laws, regulations or orders, as amended or supplemented. The implementation of this Contract shall be carried out in strict compliance with all Federal, State, or local laws.
14. **NOTICES.** All required Notices shall be in writing and sent by (i) hand delivery; (ii) United States registered or certified mail, return receipt requested; (iii) a national third-party courier who provides signature receipts of delivery; or (iv) email. Notices are effective as of the date of actual receipt. If a Notice is sent by email and there exists an e-mail acknowledgement confirming receipt, then the Notice is effective as of the time of the e-mail transmission.

CITY OF HIGH POINT:

Greg Demko, or successor
P.O. Box 230
HIGH POINT, NC 27261
Email: greg.demko@highpointnc.gov

CONSULTANT:

[Name of contact], or successor
[Address Line 1]
[Address Line 2]
Email: _____

With Copy to:

State and Local Government Finance Division
Greg C. Gaskins, Deputy Treasurer
3200 Atlantic Ave.
Raleigh, NC 27604
Email: greg.gaskins@nctreasurer.com

15. **AUDIT RIGHTS.** For all Services being provided hereunder, CITY shall have the right to inspect, examine, and make copies of all books, accounts, invoices, records and other writings relating to the performance of the Services. Audits shall take place at times and locations mutually agreed upon by both

parties. Notwithstanding the foregoing, CONSULTANT must make the materials to be audited available within one (1) week of the request for them.

16. **EQUIPMENT.** CONSULTANT shall supply, at its sole expense, all equipment, tools, materials, and/or supplies required to provide Services hereunder, unless otherwise agreed in writing.
17. **ENTIRE CONTRACT.** Except as set forth herein, this Contract, including all Attachments, shall constitute the entire understanding between CITY and CONSULTANT and shall supersede all prior understandings and agreements relating to the subject matter hereof and may be amended only by written mutual agreement of the parties.
18. **HEADINGS.** The subject headings of the sections are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no interpretation shall be made to the contrary.
19. **EXISTENCE.** CONSULTANT warrants that it is a not for profit corporation duly organized, validly existing, and in good standing under the laws of the State _____ and is duly qualified to do business in the State of North Carolina and has full power and authority to enter into and fulfill all the terms and conditions of this contract.
20. **CORPORATE AUTHORITY.** By execution hereof, the person signing for CONSULTANT below certifies that he/she has read this Contract and that he/she is duly authorized to execute this Contract on behalf of the CONSULTANT.
21. **E-VERIFY.** As a condition of payment for services rendered under this Contract, CONSULTANT shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. If CONSULTANT provides the services to the CITY utilizing a subcontractor, CONSULTANT shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes as well. CONSULTANT shall verify, by affidavit, compliance of the terms of this section upon request by the CITY.
22. **INELIGIBLE VENDORS.** As provided in §147-86.60 and §147-86.82 of the General Statutes, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

SIGNATURE WARRANTY. Each undersigned individual warrants that he or she is duly authorized by the respective Party to sign this Contract on behalf of and to bind their respective Party to the terms and conditions herein. Each Party to this Contract represents and warrants that the execution, delivery and performance of this Contract and the consummation of the transactions provided in this Contract have been duly authorized by all necessary actions of the respective person or entity, including receipt of approvals from any governing board and/or agencies, and that the person executing this Contract on its behalf, if applicable, has the full capacity to bind that entity.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed by their respective duly authorized representatives as of the date first above written.

CITY OF HIGH POINT

By: _____

Print Name: Greg Demko

Print Title: City Manager

GOVERNMENT FINANCE OFFICERS ASSOCIATION

By: _____

Authorized Representative

Print Name: _____

Print Title: _____

ATTACHMENTS 1 and 2 to follow

**LOCAL GOVERNMENT TECHNOLOGY INITIATIVE
CONTRACT ADMINISTRATOR
MEMORANDUM OF UNDERSTANDING**

THIS CONTRACT ADMINISTRATOR MEMORANDUM OF UNDERSTANDING (Contract Administrator MOU) is entered into as of the 9 day of May , 2019 between the STATE AND LOCAL GOVERNMENT FINANCE DIVISION (the "SLGFD"), a division of the North Carolina Department of State Treasurer (the "DST"), and the CITY OF HIGH POINT, a municipal corporation (the "City"). The SLGFD and the City are each a separate "Party" and shall collectively be referred to as the "Parties."

Background

The Parties, and other entities and organizations, are members of a Steering Committee, under the Local Government Technology Initiative Steering Committee Memorandum of Understanding dated the 9 day of May , 2019 (the "Steering Committee MOU"). The Steering Committee MOU is incorporated by reference in its entirety herein as if fully set forth.

Funds for carrying out the Steering Committee's Goals have been appropriated and allocated to the SLGFD Operations Budget by the North Carolina General Assembly. The City has agreed to act as the Contract Administrator for the Steering Committee, accepting the Contract Administrator's roles and responsibilities as outlined below. All administrative duties of the Contract Administrator shall be carried out by the Steering Committee administrative staff.

Roles and Responsibilities

A. The City, as the Contract Administrator:

1. Shall be the Party to contract with the Consultant upon documented approval of the contract by the Steering Committee. All contracts will include a non-appropriation clause. All contracts shall include acknowledgments by the Contract Administrator and the counter-parties that (a) the sole source of funds available for payments due under the contracts is the funding appropriated by the NC General Assembly and allocated and available to the DST in accordance with Session Law 2017-57, and (b) all payments thereunder must be approved by the Steering Committee prior to disbursement by the Contract Administrator.
2. Has the authority to incur reasonable and necessary expenses in furtherance of the Goals of the Steering Committee MOU, with the prior approval of the Steering Committee. Any incurred expenses will be paid solely by the funds made available for this project. No funds belonging to the Contract Administrator shall be used to pay for any invoices or expenses incurred for carrying out the Goals of the Steering Committee MOU.
3. Has a veto power over any expenditure of funds.

B. Cost Reimbursement and Invoicing:

1. The Contract Administrator shall be responsible for disbursement of payments of all expenses incurred by the Steering Committee in furtherance of the stated Goals upon approval of those expenses by the Steering Committee. The Contract Administrator's disbursement responsibilities are limited to the amount of funds appropriated by the NC General Assembly and allocated and available to the DST in accordance with Session Law 2017-57 (the "Project Funds"). In no event

shall the Contract Administrator be exposed to its own financial risk under this Contract Administrator MOU.

2. The Contract Administrator shall submit to the Steering Committee administrative staff detailed invoices for all expenses within five business days of receipt. The administrative staff will ensure that all Steering Committee members get a copy of any invoices and related supporting materials.
3. Unanimous approval of an invoice by the Steering Committee is required before payment to the Contract Administrator of the funds needed to pay the invoice.
4. Payment by SLGFD to the Contract Administrator for approved invoices shall be made in accordance with the procedures required by the DST after the Steering Committee's approval of the invoice.
5. It is understood and agreed that any payments or reimbursements specified in the Steering Committee MOU or in this Contract Administrator MOU, and the continuation, renewal or extension of either MOU, are dependent upon and subject to the allocation or appropriation of funds to DST for the purposes set forth in the Steering Committee MOU.
6. Steering Committee administrative staff shall provide monthly expense reports to the Steering Committee.

Procedure for Receipt, Approval, and Payment of Invoices

The Steering Committee bears the ultimate responsibility for contracting for services and approval and payment of invoices resulting from those contracts. The Contract Administrator will be the party to contract with the Consultant, upon documented approval by the Steering Committee of said contract. Invoices submitted by Consultant will go to the Steering Committee for approval. Upon approval, a request will be made for funds to pay the invoice. Funds will be remitted to the Contract Administrator for payment to the Consultant.

Detailed Procedure:

1. Contract with Consultant is developed and terms are approved by the Steering Committee; contract is executed with Contract Administrator as the representative party to the contract.
2. Steering Committee directs SLGFD staff to encumber the necessary funds.
3. Consultant begins work and invoices for period to date.
4. Invoice is received by Contract Administrator and forwarded to Steering Committee administrative staff within five business days of receipt.
5. Invoice is presented to Steering Committee for approval.
6. Prior to approving an invoice, the Steering Committee shall ensure that sufficient funds are appropriated, allocated, encumbered and available to pay the invoice in full.
7. Invoice is approved by the Steering Committee and a request for funds is processed through DST Financial Operations, with resulting funds directed to the Contract Administrator.
8. Contract Administrator receives funds and remits payment to the Consultant.
9. Steering Committee administrative staff maintains files and documentation for all invoices and payments.

Term

The term of this Contract Administrator MOU shall begin on the effective date set forth above, expiring on June 30, 2020. The Parties may extend this Contract Administrator MOU, conditioned upon (1) an approval of funds carryforward by the Office of State Budget and Management, (2) approval of governing boards and agencies as necessary, (3) approval by the Steering Committee, and (4) a simultaneous extension of the Steering Committee MOU. Any extension must be in writing signed by the Parties.

Hold Harmless

The City assumes no responsibility for the success of the Project or the processes established for the initiation or governance and monitoring of the same, including without limitation financial responsibility arising from any loss, damage, and expense (including reasonable legal expense) relating thereto, and the SLGFD & DST hereby irrevocably waive and release all claims and causes of action relating thereto (collectively, the "Released Claims") to the fullest extent permitted by North Carolina Law. Furthermore, to the fullest extent permitted by North Carolina law, the SLGFD & DST agree to indemnify, defend, compensate, and reimburse the City for, and protect and hold harmless the City from and against, all actions, proceedings and claims brought or threatened against the City, and all loss, damage, and expense (including reasonable legal expenses) relating to the Released Claims where such action, proceeding, or claim has arisen out of or is related to, this MOU, and if any payment is made by the SLGFD & DST under this paragraph, the SLGFD & DST will not seek recovery of that payment from the City at any time. The City shall be held harmless and made whole by the SLGFD & DST for any damages, financial, equitable, or legal exposures that the City may incur as a result of this MOU. Notwithstanding anything to the contrary herein, any liabilities of SLGFD & DST are limited to, and shall not exceed, the amount of available and unspent Project Funds, and SLGFD & DST shall not indemnify or hold City harmless from any actions, proceedings, claims, liabilities, losses, costs or expenses (including reasonable legal expense) arising from City's breach of its obligations under this MOU, or from City's negligence, gross negligence, misconduct, or bad faith. In the event this paragraph conflicts with any other provision of this MOU, or any agreements related to this MOU by incorporation or reference in any manner, this paragraph shall govern and control.

Amendments

This Contract Administrator MOU may be amended by the mutual consent of the Parties, subject to approval by the Steering Committee. Any amendment shall be in writing and signed by the Parties.

Authority to Bind

Each Party to this MOU represents and warrants that the execution, delivery and performance of this MOU and the consummation of the transactions provided in this MOU have been duly authorized by all necessary actions of the respective person or entity, including receipt of approvals from any governing board and/or agencies, and that the person executing this MOU on its behalf, if applicable, has the full capacity to bind that entity.

THIS CONTRACT ADMINISTRATOR MEMORANDUM OF UNDERSTANDING has been executed by the Parties in duplicate originals, one of which shall be retained by each Party.

STATE AND LOCAL GOVERNMENT FINANCE DIVISION

By: Greg Gaskins, Deputy Treasurer

Signature: Greg C. Gaskins

Title: Deputy Treasurer

Date: MAY 9, 2019

CITY OF HIGH POINT

By: Greg Demko, City Manager

Signature: _____

Title: _____

Date: _____



Government Finance Officers Association

Research and Consulting Center

Prepared for:

State of North Carolina
Local Government Technology
Initiative Project

Enterprise Resource Planning (ERP) Advisory Services

Note: *This proposal and description of GFOA methodologies is for the entity listed above.*



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
312.977.9700 fax: 312.977.4806

April 17, 2019

North Carolina Department of State Treasurer
Attn: Greg Gaskins
3200 Atlantic Avenue
Raleigh, NC 27604

EMAIL: Greg.Gaskins@nctreasurer.com

Dear Greg,

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to you and the Local Government Technology Initiative Project for services to assist with Phase 1. For the past 20+ years, GFOA has been a leader in helping local governments across the United States prepare for, procure, and implement enterprise resource planning (ERP) systems. We are excited about the opportunity to collaborate with the North Carolina State Treasurer and to develop an approach to assist smaller governments in North Carolina with selecting and purchasing an ERP system. GFOA has over 600 members from North Carolina and we look forward to leveraging our network on this project.

As one of the premier membership associations for public-sector professionals, GFOA offers independent, objective, and best practice focused consulting services consistent with our mission to improve government management. We will bring to this project our lessons learned, market knowledge, and strategic vision for helping governments be successful not only with their technology implementation, but also with the financial management processes that the system will ultimately support.

If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

Michael J. Mucha
Director, Research and Consulting Center
Government Finance Officers Association

Phone: 312-977-9700

Fax:

312-977-4806

Email: mmucha@gfoa.org

Washington, DC Office
660 N. Capital Street, NW • Washington, DC 20001 • 202.393.8020 fax: 202.393.0780
www.gfoa.org



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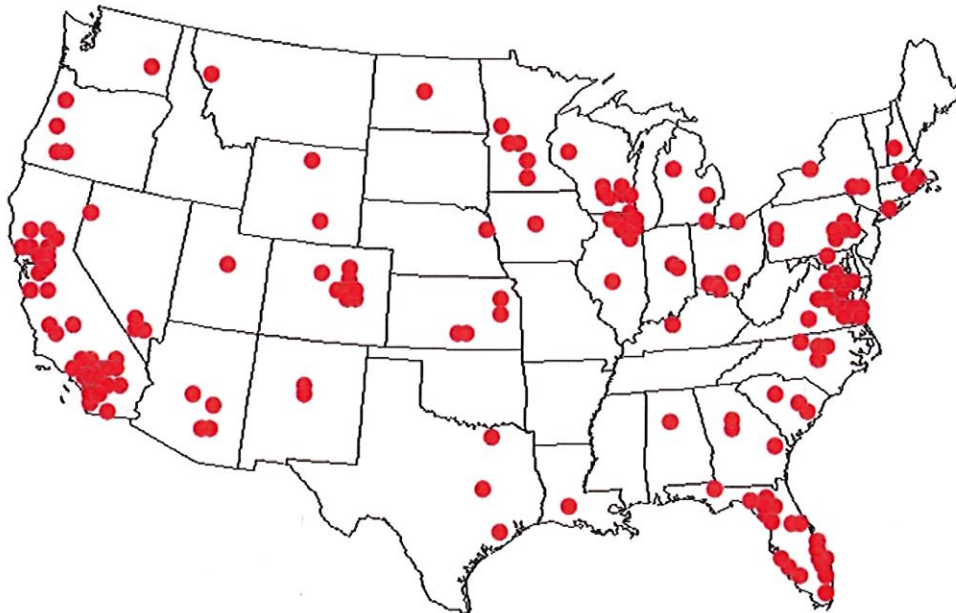
GFOA Experience

Over the past 20 years, GFOA's technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, understanding the vendor marketplace, facilitating procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments *and* help reduce implementation risk. We have assisted approximately 500 cities, counties, school districts, and special districts with system selection, contract negotiation, and implementation readiness for ERP systems

GFOA's position as a mission focused non-profit organization can provide truly objective recommendations aligned with your goals.

GFOA does not implement software and has no interest in expanding into this role in the future. We also have no desire or incentive to make recommendations that increase our services and costs on the project. Our focus is exclusively on providing honest and unbiased recommendations to our clients and all GFOA members and public sector organizations. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. With our consulting experience and continued research, GFOA has been able to improve our approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

The map below represents a sample of GFOA's recent ERP projects.





Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA's annual conference, and staff best practice committees.

- **Research and Publications:** GFOA conducts ongoing research with our member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.

- ***Technologies for Government Transformation: ERP Systems and Beyond***
- ***IT Budgeting and Decision Making: Maximizing Your Government's Technology Investments***



- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA's bi-monthly publication, *The Government Finance Review*, along with other leading journals, books, and white papers.
- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.



Project Summary

With this proposal, GFOA will deliver the objectives of Phase 1: Software Identification and Uniform Chart of Accounts as listed below. Using our approach, defined in the next section, GFOA consultants will lead the project and work with the project steering committee and local governments from across North Carolina participating in the project stakeholder group. By using our current model, but modifying it to facilitate a procurement process that any local governments can use, GFOA will be able to identify software products that meet the needs of North Carolina governments, and prepare implementation guidance for those governments.

Phase 1: Software Identification and Uniform Chart of Accounts

The overarching goal of Phase 1 is to identify one or more software systems that could be utilized by local governments to meet essential financial, compliance, and reporting obligations in an efficient and transparent manner. This phase will also include the development of a uniform chart of accounts. The efforts associated with this phase will be led by the project steering committee with input from a stakeholder group.

Phase 1 Goals

- Develop a readiness checklist to assist local governments in assessing and achieving readiness to implement and manage a software product
- Develop a uniform chart of accounts
- Identify specific software system requirements
- Develop a Request for Proposal (RFP) to solicit software solutions meeting defined requirements
- Evaluate proposals
- Identify one or more software products meeting system requirements

Phase 1 Benefits

- Provide vetted software options for smaller units that don't have the time or expertise to identify a system
- Eliminate costly trial and error of system selection and implementation
- Create a uniform chart of accounts which will introduce greater comparability in revenues and expenditures among units, provide greater transparency to citizens and taxpayers, reduce the complexity of preparing financial statements, and reduce the time (and associated cost) required for the preparation of annual audits



GFOA Project Approach

To complete the scope of work listed in Phase 1, GFOA is proposing the following tasks. Each task will build on previous tasks and include the deliverables listed below.

Task 0: Project Planning

No project can be successful without proper planning and tools to manage the effort. Working together with the project steering committee and stakeholder group, GFOA will prepare the following tools that will be essential to project coordination:

- **Project Plan** – This document identifies all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.
- **Project Documentation** - GFOA will host a website with collaboration tools specifically for this project. All project participants, including GFOA, the project steering committee and stakeholder group will have access to the collaboration tools.
- **Project Management** – GFOA will schedule and conduct regular project management meetings and provide a regular (bi-weekly) status report for the project. GFOA's project manager will maintain regular communication to address issues, point out risks, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA's milestones and deliverables.
- **Project Committees** – Since GFOA's work products for this project are intended to be used by a wide variety of governments, GFOA will work with the project stakeholder group to gather input and feedback from representatives of local governments in the state. The stakeholder group, as identified by the project steering committee, will help provide feedback on business process recommendations, system requirements, and the software being evaluated.

Deliverables
Project Plan
Project Website
Bi-weekly status reports

Task 1: Interviews and Information Gathering

Before developing the readiness checklist and initial software requirements, GFOA will conduct interviews and information gathering with cities and counties participating in the stakeholder group. The goal of information gathering sessions, which will be conducted through survey, focus group, or individual interview, will be to get feedback from governments on their current practices, current requirements, current situation, and readiness for an ERP implementation. From this information, GFOA will focus on preparing the documents identified in the next task.

Deliverables
Completed Interviews and Information Gathering Sessions



Task 2: Development of Requirements and Business Processes

Using information collected from Task 1, GFOA will prepare a complete set of business process documentation and requirements for use in a RFP for an ERP system and in an ERP implementation.

GFOA focuses functional requirements development on business process. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process documentation that will be included in the eventual RFP. Requirements development focuses on functional requirements that define “what” needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.). Requirements will ultimately be used to determine software fit and to measure (and provide accountability) for the software implementation.

Requirements and business process documentation will be completed for the following process areas:

Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none">• Chart of Accounts• General Ledger Transactions• Grant / Project Tracking• Financial Reporting
Budget	<ul style="list-style-type: none">• Operating Budget• Capital Improvement Planning (CIP)• Capital Budget• Budget Adjustments / Amendments
Procure – Pay	<ul style="list-style-type: none">• Vendors• Purchase Requisitions<ul style="list-style-type: none">○ Bid Quote○ RFP / RFI / RFQ• Purchase Orders<ul style="list-style-type: none">○ Contracts• Change Order• Receiving<ul style="list-style-type: none">○ Inventory• Accounts Payable
Customer Billing	<ul style="list-style-type: none">• Customer File• Billing• Accounts Receivable<ul style="list-style-type: none">○ Aging○ Collections
Treasury	<ul style="list-style-type: none">• Cash Receipts• Disbursements• Interest Allocation• Bank Reconciliation



Process List	
Asset Management	<ul style="list-style-type: none">• Asset Acquisition• Asset Management<ul style="list-style-type: none">○ Work Order• Depreciation• Transfer / Disposal / Retirement
Human Resources	<ul style="list-style-type: none">• Positions• Employee File• Benefit Enrollment• Personnel Evaluations• Disciplinary Actions / Grievance• Risk Management (Injury / Workers Comp)• Training / Certifications
Personnel Actions	<ul style="list-style-type: none">• Recruitment• New Hire• Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	<ul style="list-style-type: none">• Time Entry• Time Approval• Payroll Calculations• Payroll Processing• Leave Management (FMLA)
Utility Billing	<ul style="list-style-type: none">• Customer File• Property File• Meter Inventory• Meter Read• Billing• AR• Payment Receipts• Service Order

GFOA will use information collected from governments as part of Task 1 to determine appropriate readiness steps and to develop a readiness checklist. GFOA research has shown that the number one factor in ERP project success is the level of readiness of the government prior to the implementation. GFOA will identify key steps related to goal definition, governance, staffing, and change management to assist governments prepare for a successful project.

Deliverables
Process Documentation
Requirements
Readiness Checklist

Task 3: Review of Uniform Chart of Accounts

GFOA understands that the project staff have begun working on a uniform chart of accounts. GFOA will provide a review of the chart of accounts and assist with work necessary to complete



documentation of a uniform chart of accounts. GFOA expects that the uniform chart of accounts be included in the RFP and other relevant process documentation.

Deliverables

Chart of Account Comments

Task 4: Conduct Review / Provide Feedback

After developing the process documentation, requirements, readiness checklist, and uniform chart of accounts, GFOA will begin a period to collect feedback from the project steering committee and stakeholder group. GFOA will test the documents using a series of focus groups and training sessions to determine the applicability of documents to local governments of varying size, complexity, and states of readiness.

Deliverables

Summary of Feedback on Draft Documents

Revised Requirements

Revised Process Documentation

Revised Readiness Checklist

Task 5: Development of RFP

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document for use in this project using our standard RFP template. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP's with the end goal in mind – a successful contract that mitigates risk and leads to a successful project. In this case, we will be soliciting “generic” proposals that will allow for creating a template contract and statement of work with vendors that meet requirements of the project (as defined in the RFP).

GFOA has a RFP template that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Functional requirements
- 4) Interface definition
- 5) Technical documentation
- 6) Key objectives / goals / critical success factors for the project
- 7) Service level agreements
- 8) Other information as necessary.

Deliverables

RFP Document



Task 6: Evaluation of RFP Responses

GFOA will work with project steering committee and select local government representatives to evaluate the RFP responses. GFOA will determine evaluation criteria and lead the evaluation process. Through defined steps, vendor proposals will be evaluated and scored according to pre-defined criteria with the top vendors moving on to provide product demonstrations. Overall, our approach is focused on identifying and mitigating risks throughout the evaluation process. GFOA's RFP template provides the opportunity to focus the evaluation on key risk factors for the software, software support, and implementation. GFOA will prepare a report identifying key issues with all proposals and work with the project steering committee to determine a short list of vendors suitable for demonstrations.

GFOA staff will develop detailed demo scripts for each vendor selected for a product demo. Demo scripts are based heavily on the requirements and business process decisions built in earlier tasks. GFOA will also facilitate the demos with each vendor. In this role, GFOA will be on-site to guide the demos, ensure compliance with the demo scripts, take notes, and point out differentiators. Upon completion of demonstrations, project steering committee will work with GFOA to select one or more vendors whose products meet all system and other requirements.

Deliverables
Evaluation Criteria
Proposal Assessment Report
Demo Scripts



Pricing

Unless noted, all pricing is provided as a fixed fee **inclusive of all travel costs** incurred by GFOA staff. GFOA will invoice upon completion of project tasks, with the option to invoice monthly for tasks spanning multiple months.

Task	Description	Estimated Duration*	Cost
0	Project Planning	1 month	\$5,000
1	Interviews and Information Gathering	1-2 months	\$15,000
2	Development of Requirements and Business Processes	1-2 months	\$35,000
3	Review of Chart of Accounts	TBD	\$10,000
4	Conduct Review / Provide Feedback	1-2 months	\$25,000
5	Development of RFP	1 month	\$10,000
6	Evaluation of RFP Responses	3 months	\$30,000
Total			\$130,000

*Note: The estimated task duration is estimated based on GFOA's experience with other projects. GFOA may need to adjust the schedule based on further conversations with project steering committee and/or the availability of the stakeholder group to participate in interviews and meetings.

For all project tasks, GFOA will use a combination of on-site visits and remote work from GFOA's Chicago office. GFOA expects that during the course of the engagement, meetings will be necessary with project steering committee and stakeholder group. GFOA has anticipated making 7-10 trips throughout the duration of the agreement. If additional trips beyond 10 are necessary, GFOA will notify the project steering committee and obtain approval for additional trips and associated reimbursement prior to travel.