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Proposal for Contract Management Software

July 20, 2020

Request for Proposal #FADM-200038-DS

Submitted to:
Daphyne Sesco
City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, Florida 32601

Submitted by:
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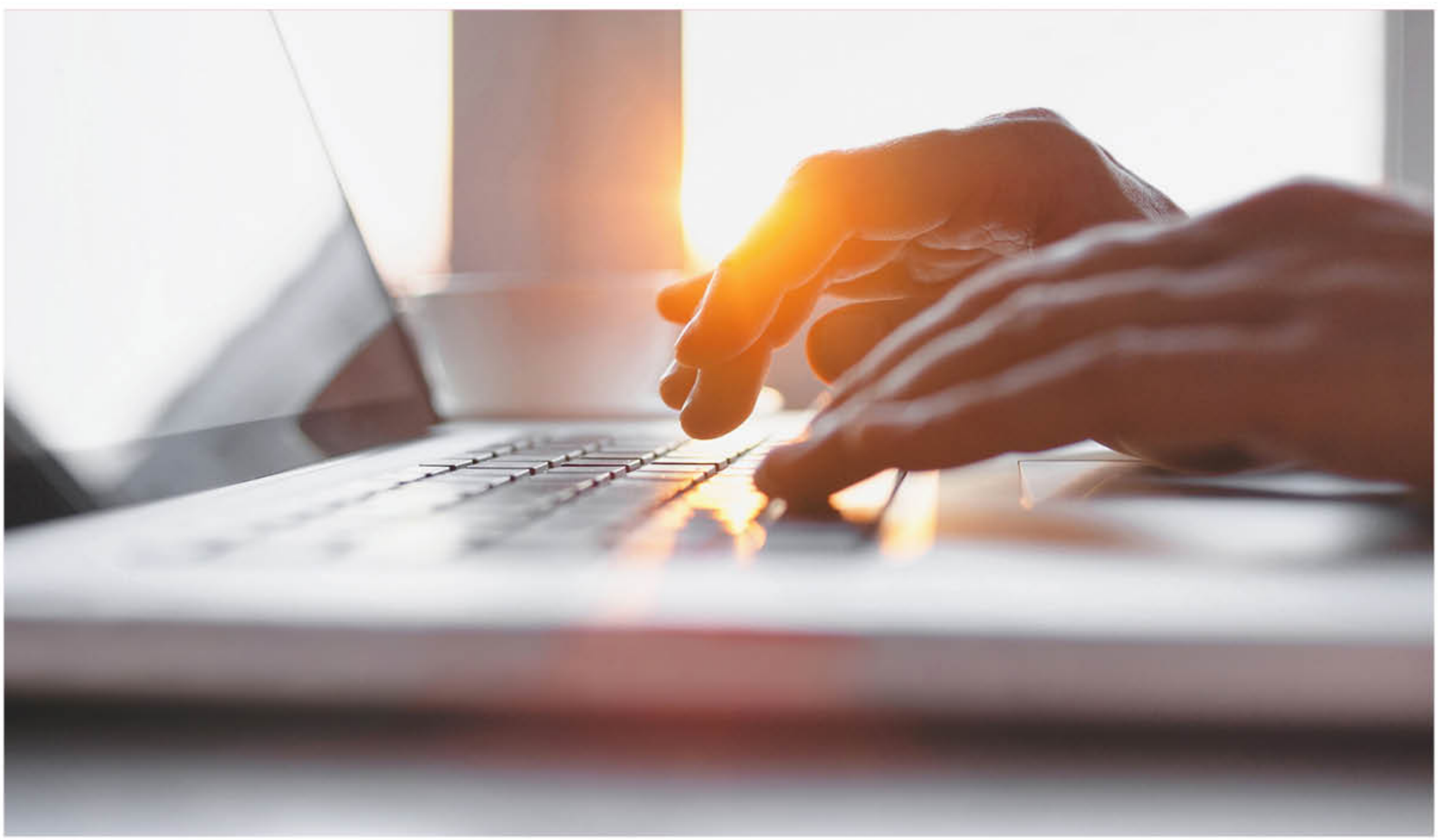

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July 20, 2020

Daphyne Sesco
City of Gainesville
Procurement Division
200 E University Avenue, Rm 339
Gainesville, Florida 32601

Regarding: **Contract Management Software**
RFP #FADM-200038-DS

Dear Ms. Sesco:

Crowe LLP (Crowe) is pleased to submit this proposal to assist the City of Gainesville in implementing Crowe's Contract Manager Solution. Based upon the requirements and desired outcome of this effort, we feel that our proposed Contract Manager solution meets the needs of your organization and has the unique capabilities that make it an excellent fit. Crowe is an experienced, stable, and well-respected firm, with a strong commitment to information technology (IT) system development and systems integration services.

Contract Manager has been developed and built by Crowe to help Government organizations deal with the constant battle of managing an evolving portfolio of contracts. It manages the entire contract lifecycle from procurement project to contract closeout. Crowe Contract Manager is highly configurable and able to meet most requirements. Contract Manager is part of Crowe's overarching Government Platform which provides a variety of interconnected functional modules that enable government organizations to improve productivity and break down institutional silos.

Contract Manager is built on the Microsoft Power Platform and hosted on the Microsoft Government Cloud. Crowe is a Microsoft Gold Certified Partner and has a long and distinguished history using the Microsoft Power Platform to meet the needs of our public sector clients. Not only do we have the technical aptitude required for performing the implementation and maintenance, we also have project team members with extensive experience working with public sector organizations.

At Crowe, we put significant effort into making sure that we are building the right solutions for our customers. That means spending the time to plan the right approach, educating the future owners of the system, and making sure that we prepare the business users for success. A project of this nature requires a partner that can deliver on the solution, implementation, technical aptitude, and support services. Having a team with the combined technology and business experience is a key success factor that Crowe brings to this project.

Crowe and our proposed team possess the following unique attributes that distinguish us from our competition:

- **A comprehensive contract management solution.** Contract Manager provides an expansive set of functions and features that are simply not available in other Contract Management solutions. Our solution was built with the public sector in mind, so we have significantly less implementation work that has to be done when compared to others. The solution facilitates approvals, meeting contractual obligations, maintaining compliance, tracking contract values, and managing risk.

- **A flexible platform that meets the current and future needs of the City of Gainesville.** Our product is tremendously extensible and provides the ability to create and configure new functionality easily and safely via its common data model. This allows the department to use the platform for Contract Management, but also expand into other Crowe Government Platform Modules like Program Managers.
- **A National Government Platform Practice.** Crowe has a national practice with experts who are dedicated to the platform. These are not just developers who implement the product; they are people who are passionate about the framework, understand the framework, and know all of the ancillary components that transform the Government Platform into a powerful enterprise platform. Our staff are evangelists in their field who are certified in Microsoft Power Platform and know how to deliver the Crowe Contract Manager product.

In addition, **Appendix A** is *Proprietary and Confidential* in nature, it contains trade secrets that may be copied by competitors and Crowe requests that they not be reproduced as part of any release of information.

We look forward to negotiating the final terms of the agreement. Should there be any questions regarding our response to this RFP, please contact me at 916.467.6236, or via email at esteban.salinas@crowe.com.

Sincerely,

Esteban Salinas, Partner-Principal
Crowe LLP
400 Capitol Mall, Suite 1400
Sacramento, California 95814-4434
Direct 916.266.9596
Tel 916.441.1000

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BID COVER PAGE

	Procurement Division **200 E University Avenue, Rm 339** **Gainesville, FL 32601** (352) 334-5021(main) Issue Date: June 4, 2020

REQUEST FOR PROPOSAL: #FADM-200038-DS
Contract Management Software

PRE-PROPOSAL MEETING: ☐ Non-Mandatory ☐ Mandatory ☒ N/A ☐ Includes Site Visit
DATE: **TIME:**
LOCATION:

QUESTION SUBMITTAL DUE DATE: **June 19, 2020**

DUE DATE FOR UPLOADING PROPOSAL: **July 7, 2020, 3:00PM**

SUMMARY OF SCOPE OF WORK:

Contract management system with desired capability of more than just tracking and managing contracts from beginning of the lifecycle through execution. The desired system would also include, but not be limited to, functionality such as electronic signature, supporting financial processes, internal/external comments, redline/audit trail, and reporting.

For questions relating to this solicitation, contact: Daphyne Sesco, Procurement Specialist 3, sescoda@cityofgainesville.org

Bidder is not in arrears to City upon any debt, fee, tax or contract: ☒ Bidder is NOT in arrears ☐ Bidder IS in arrears
Bidder is not a defaulter, as surety or otherwise, upon any obligation to City: ☒ Bidder is NOT in default ☐ Bidder IS in default

Bidders who receive this bid from sources other than City of Gainesville Procurement Division or DemandStar.com MUST contact the Procurement Division prior to the due date to ensure any addenda are received in order to submit a responsible and responsive offer. Uploading an incomplete document may deem the offer non-responsive, causing rejection.

ADDENDA ACKNOWLEDGMENT: Prior to submitting my offer, I have verified that all addenda issued to date are considered as part of my offer: Addenda received (list all) # Addendum No. 1, No. 2

Legal Name of Bidder: Crowe LLP

DBA: ____

Authorized Representative Name/Title: Esteban Salinas

E-mail Address: esteban.salinas@crowe.com FEIN: 35-0921680

Street Address: 401 E. Jackson St., STE 2900, Tampa, FL 33602-5231

Mailing Address (if different): ____

Telephone: (916) 467-6236 Fax: (813) 229-5952

By signing this form, I acknowledge I have read and understand, and my business complies with all General Conditions and requirements set forth herein; and,

☐ Proposal is in full compliance with the Specifications.

☒ Proposal is in full compliance with the Specifications except as specifically stated and attached hereto.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: [signature]

SIGNER'S PRINTED NAME: Esteban Salinas **DATE:** July 7, 2020

This page must be completed and uploaded to DemandStar.com with your Submittal.

1. Technical Proposal

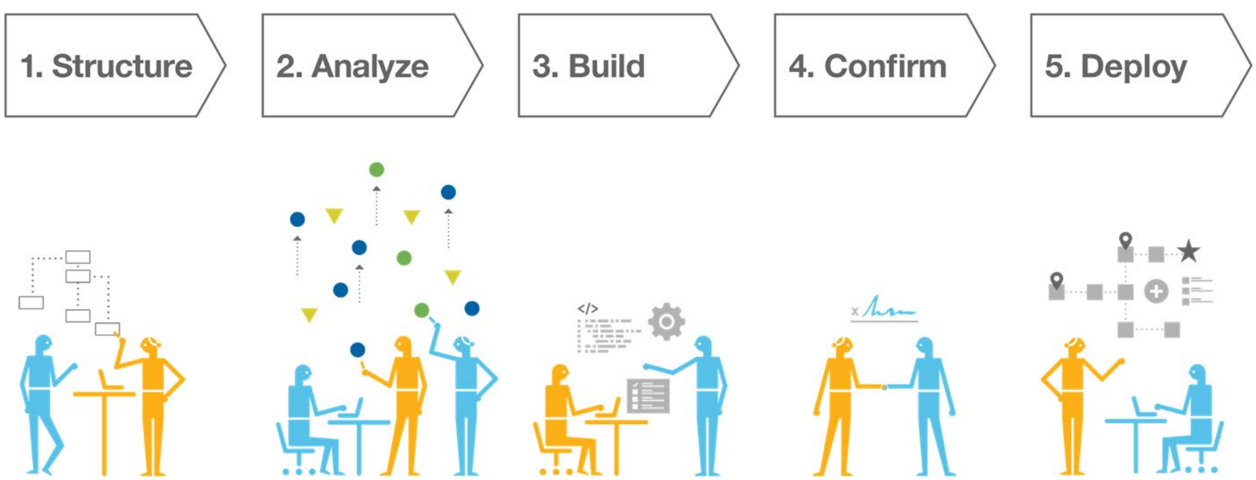
Crowe bases its Methodology and Approach on years of delivering similar projects for clients. We built this methodology with a focus on our core values for project success, based on:

- **Predictability:** We value a level of predictability that is uncommon, with predictable process, predictable timeline, and predictable outcomes.
- **Accountability:** We value a level of accountability that is uncommon, where we fully own both the process and the outcomes. There is no passing the buck.
- **Collaborative:** We value a level of collaboration that is uncommon, where the client is continually involved and doing meaningful work through the implementation.
- **Transparency:** We value a level of transparency that is uncommon, where everyone knows what is happening, what is not happening, who is responsible, and if we are on track for success.

All of these values support our project mantra of “Always Building Confidence”, helping our clients have confidence in us as a team member helping to drive project success.

We depict a high-level overview of our methodology in **Exhibit 1,** followed by a brief description of each of the phases.

Exhibit 1
Crowe Implementation Methodology



- **Structure:** Map the functions, business processes, and requirements needed to bring a unifying structure to the entire implementation.
- **Analyze:** Use a scenario-based approach to uncover requirements and define how the new solution will be built out to meet them.
- **Build:** Run a sequence of sprints to build out the new system and validate how it supports each scenario of the business.
- **Confirm:** Perform final confirmation of system readiness, data readiness, and people readiness.
- **Deploy:** Train end users and successfully cut over to the new system.

1. Structure Phase

The Structure phase sets the foundation for the work that will be performed in the future and sets a unifying structure for the entire implementation. In the Structure phase, we perform several activities including Project Planning, Business Structure Mapping, Scenario Mapping, and Technical Planning. At the end of the Structure phase, we have collected information on your organization and structured our process to begin gathering requirements.

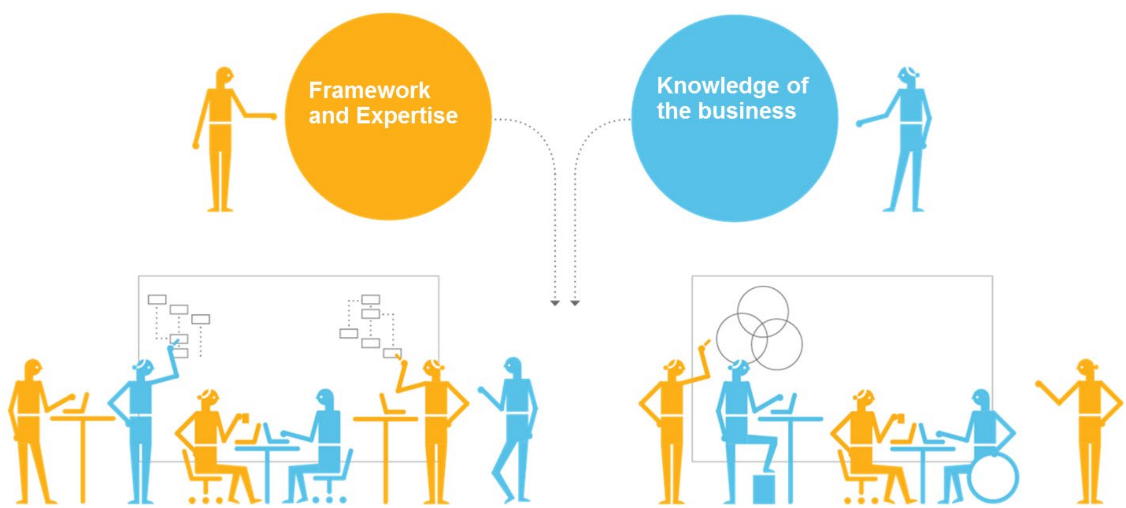
a. Project Planning

During the Project Planning activity, the Crowe Project Manager will fine tune and adjust the Project Schedule, establish a Project Management Plan, and develop communication and status update plans to fit the needs of the project. As the project evolves, the Crowe Project Manager will use these tools to communicate changes to the project team. **Exhibit 2** demonstrates a high-level overview of the Project Planning activity.

Exhibit 2
Project Planning

ACTIVITY: Project Planning

Define the project plan, communication plan, status update plan, etc.



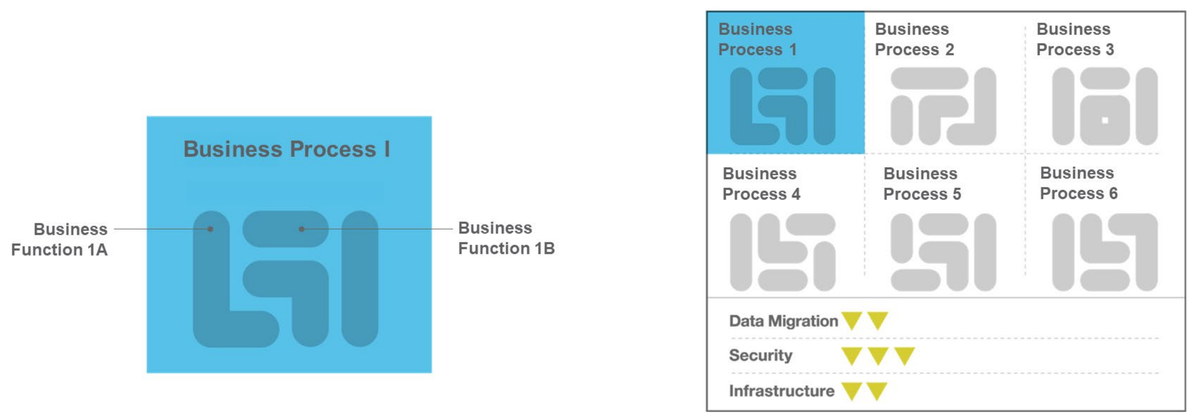
b. Business Structure Mapping

Business Structure Mapping will identify the key functions and business process that the new solution will need to support. Expect to have knowledgeable team members serve as Subject Matter Experts (SMEs) and participate in Business Structure Mapping Activities. The Crowe Lead Business Analyst will manage this activity and will be supported by additional Crowe team members. **Exhibit 3** provides a high-level overview of the Business Structure Mapping activity.

Exhibit 3
Business Structure Mapping

ACTIVITY: Business Structure Mapping

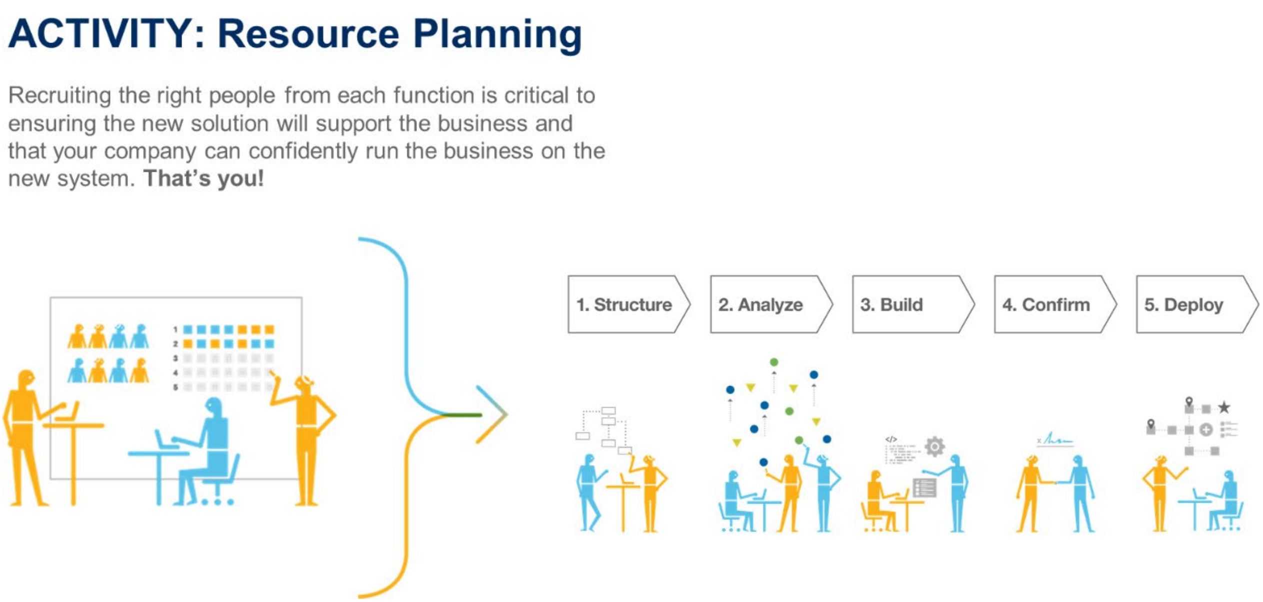
Identify the functions and business processes that the new system needs to support. This serves as the framework for the Requirements Traceability Matrix (RTM).



c. Resource Planning

Making sure that the right people are part of the right conversation is critical to a project's success. This Resource Planning activity determines who those individuals are and what their constraints are, in addition to making sure that they can be part of the solution. Unlike conventional approaches, Crowe's methodology hinges on the client team being involved, doing meaningful work early and often. Our Project Manager will facilitate this activity and work closely with your resources to determine the right individuals to include in the various discussions, activities, and meetings that will happen throughout the project. **Exhibit 4** shows a high-level overview of the Resource Planning activity.

Exhibit 4
Resource Planning



d. Scenario Mapping

Scenario Mapping allows us to uncover some of the details behind the business process and understand the variations amongst the business processes. During this activity, we will work closely with the Business Process SMEs to identify and document the multiple scenarios in the new system. **Exhibits 5** and **6** provide a graphical representation of the Scenario Mapping activities.

Exhibit 5
Scenario Mapping

ACTIVITY: Scenario Mapping

Uncover the unique scenarios within each business process.

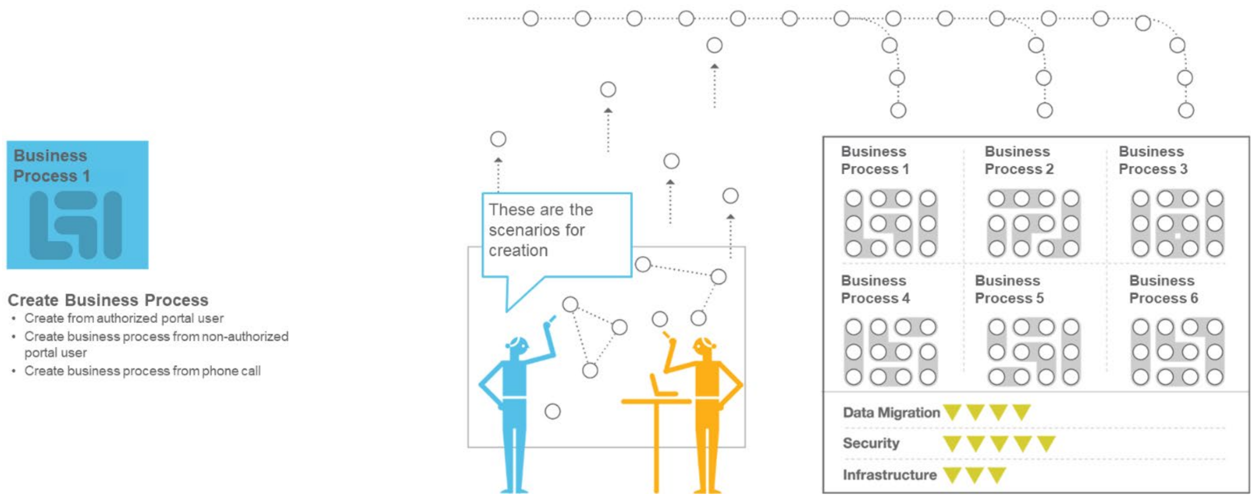
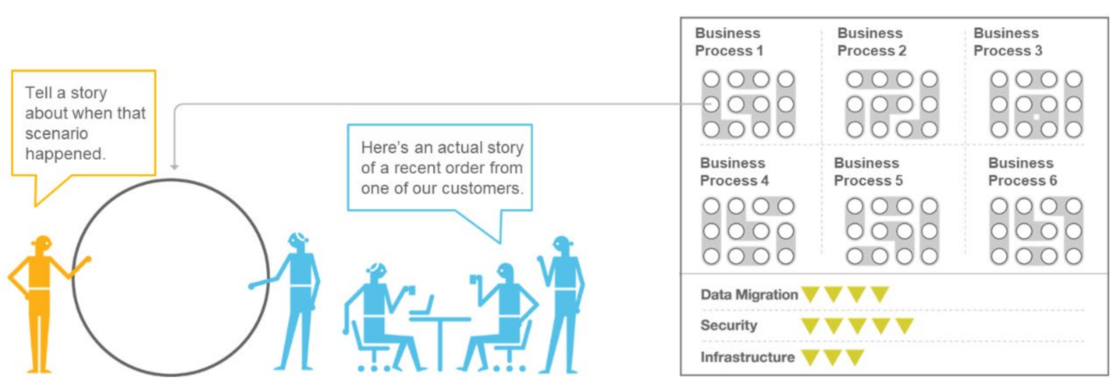


Exhibit 6
Scenario Mapping

ACTIVITY: Scenario Mapping

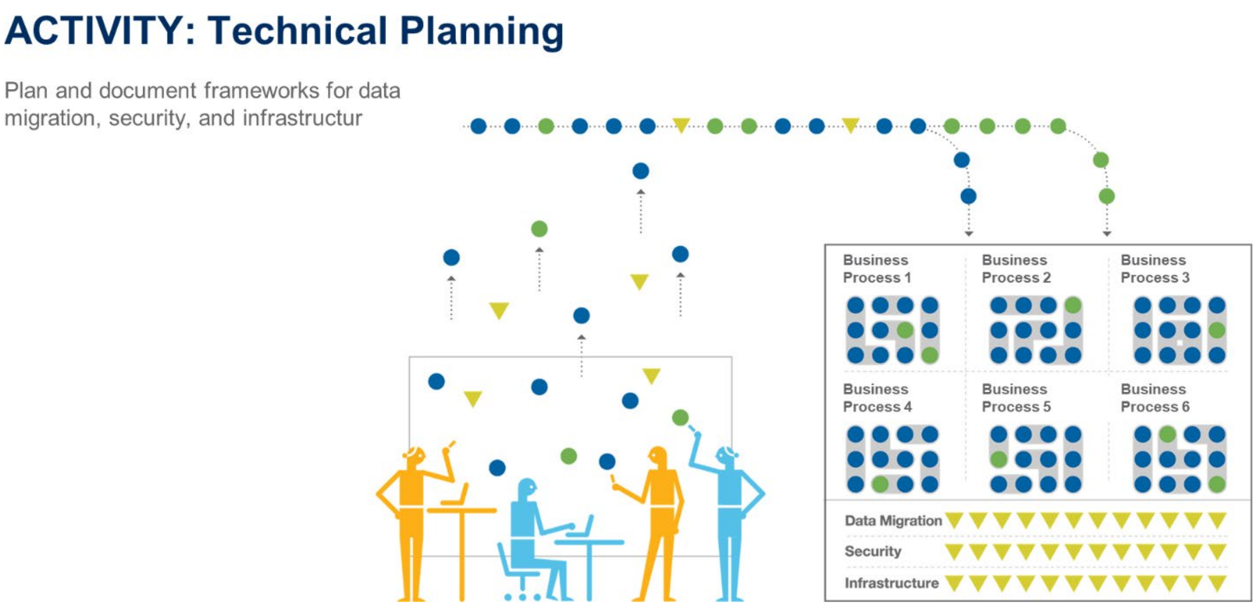
Capture a representative example for each scenario that will be used to demonstrate the new System.



e. Technical Planning

The Technical Planning activity has two major objectives associated with it. First, it allows us to begin the process of identifying what data migration activities (if any) are needed and determine what the effort would be for the data migration. Secondly, it allows us to begin looking at how security roles need to be implemented and make sure that we select the right infrastructure to support all of the business functions required by the system. This is also the point in time when our technical architects will get involved to provide some of the foundations for the configuration and customization of the system based upon business scenarios that have been identified. **Exhibit 7** provides a graphical representation of the Technical Planning activity.

Exhibit 7
Technical Planning



2. Analyze Phase

Crowe uses a scenario-based approach to uncover requirements and define how the new system will be built to meet them. This is a critical step in defining how the system works and what functionality will be developed. Uncovering the scenarios and requirements of the system allows a clear vision of the future and a standardized process for determining what users needs from the system. In the Analyze phase, Crowe performs the following key activities:

a. *Requirements Gathering*
b. *Fit Gap Analysis*
c. *Solution and Scoping*
d. *Plan Refinement*

The rest of this section will discuss how Crowe typically executes these activities on projects of similar size and scope.

a. Requirements Gathering

During this activity, the team will analyze each scenario that was uncovered in the Structure phase to identify the requirements the new system will need to support the scenario. It will be very important to have the right people in the room for these meetings. During the Structure phase, we identify the correct individuals and work with everyone's schedule to identify meeting times. Depending on the complexity of the scenarios, the meetings may last between one and four hours.

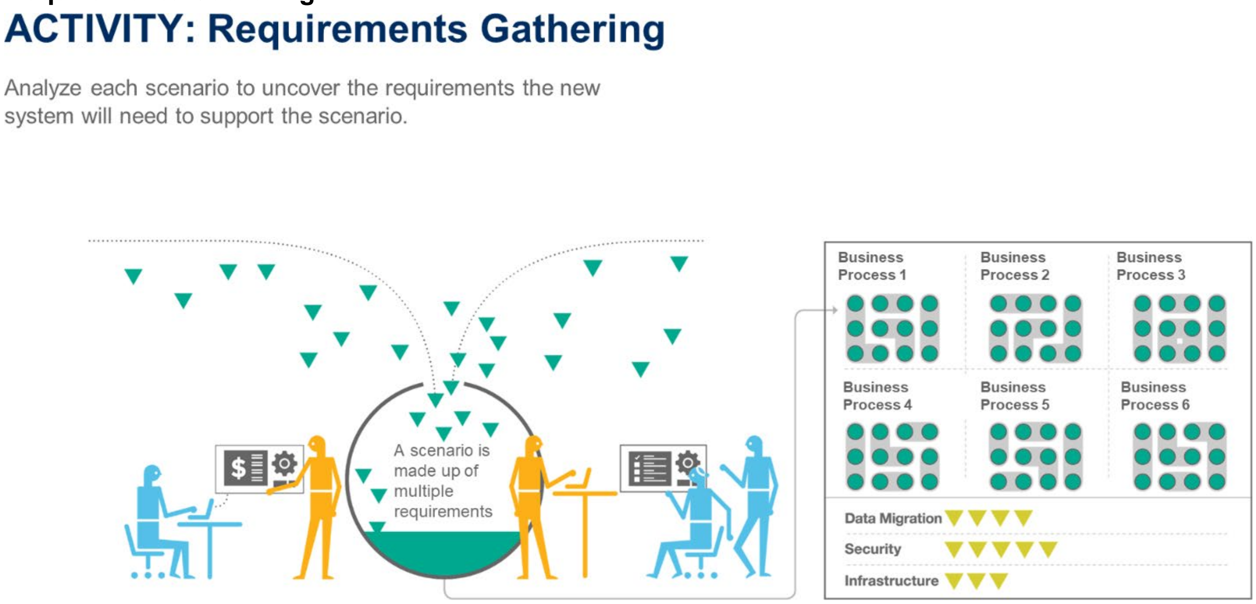
Crowe staff will facilitate the sessions. The facilitators will ask SMEs questions about the business to understand some of the details of the scenario. Elicitation is the process by which Crowe's Business Analysts work with your staff to understand what the existing processes are and determine what the future business processes could be enhanced with a new system. The intent of elicitation is to truly capture the voice of the stakeholders, develop a consensus when there are multiple points of view, and document them as requirements.

We aim to understand how the current environment functions and to document that process at various levels of detail. Generally, business process levels serve different audiences. Sometimes, executives like to see high-level functions and scenarios so that they can understand the business process. Often, developers require detailed breakdowns to build the system. Our methodology addresses all of those issues.

As dictated by the Business Analysis Book of Knowledge (BABoK), and our staffs' experience, Crowe manages the elicitation as a set of inputs, tasks, and outputs. Before we go into an elicitation activity, we collect all of the relevant information. This includes understanding the business cases, understanding the business needs, and reviewing manuals, websites, and other existing documentation. All of this information helps to prepare our facilitators for the elicitation sessions. Crowe does not go into an elicitation session empty handed, as we like to research the process prior to the meeting and come with a model based on our research and understanding. The goal of the session transforms from building the process from the ground up to modifying the model to represent the true process.

Ultimately, we document the process and share the information with the individuals at the meeting. Depending on the nature of the feedback to the revised requirements and associated documentation, facilitators may identify the need for additional meetings or the document finalization. At the end of the elicitation process, we have documented our requirements, stakeholder concerns, and a library of supporting materials. **Exhibit 8** provides an overview of the elicitation process.

Exhibit 8
Requirements Gathering



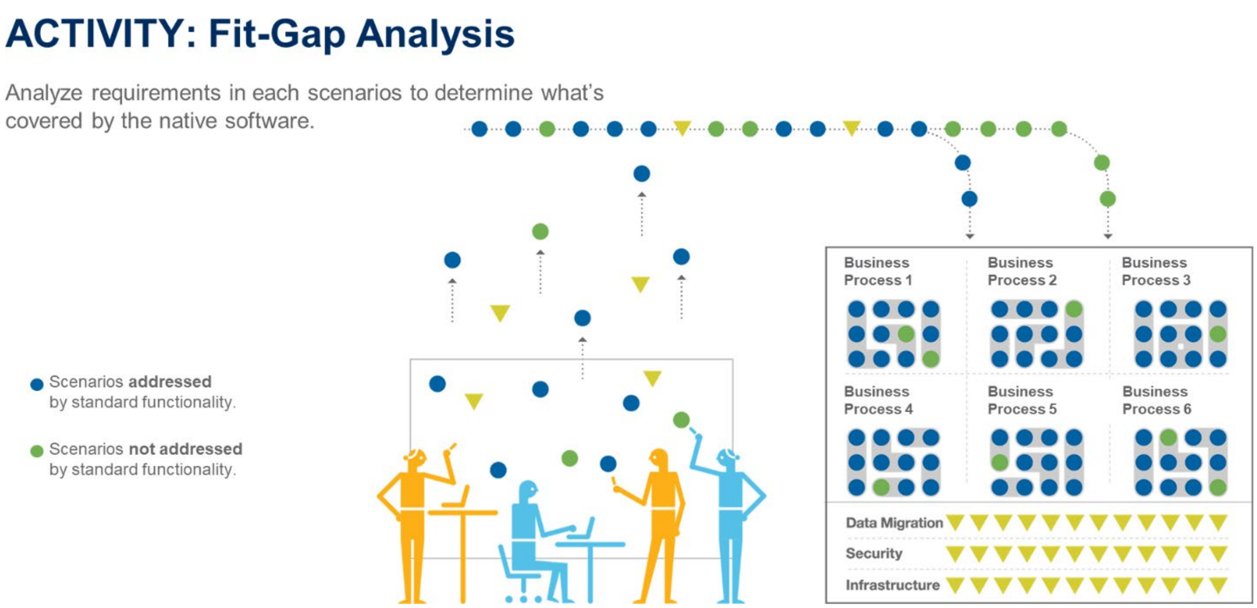
b. Fit-Gap Analysis

The Fit-Gap Analysis is the process by which the requirements collected (and organized by scenarios) in the prior activity are evaluated to determine what is covered by the native software, what needs to be configured, and what needs to be customized. We look for ways to implement the system using the built-in capabilities of the Dynamics platform in order to fully leverage the platforms functionality and facilitate maintenance down the road. Any customizations to the system are done in a way that is fully supported by Microsoft.

During this activity, we will bring in Business Process SMEs as well as the future administrators of the system so they can understand the process of determining when to use what features and functions. This is part of Crowe's ongoing knowledge transfer effort, which helps educate administrators on how the system works and is maintained. Crowe technical and solution architects will facilitate the Fit-Gap sessions. These individuals will explain the purpose and logic behind certain implementation decisions. Our technical and solution architects possess a significant amount of experience working on the Dynamics platform, and they will be happy to answer questions and inform the group. In addition to the in-room sessions for the Fit-Gap Analysis, there will be a significant amount of work that is done before and after the meetings to review documentation and finalize gaps. **Exhibit 9** provides an overview of the Fit-Gap Analysis process.

Once the gaps are identified, the team will be able to move into the solution and scoping activities.

Exhibit 9
Fit-Gap Analysis



c. Solution and Scoping

Solution and Scoping helps to define the scope and priorities across all of the areas of the implementation. At the end of this effort, the combined Crowe and client project teams will possess a clear vision of the scope of the implementation. This is an important and delicate balance to reach, and as such, many factors will need to be considered. We want to ensure that all of the functionality chosen as part of the scope leads to the ultimate vision of the system, and this is done in a way that allows the system to be further built upon in the future.

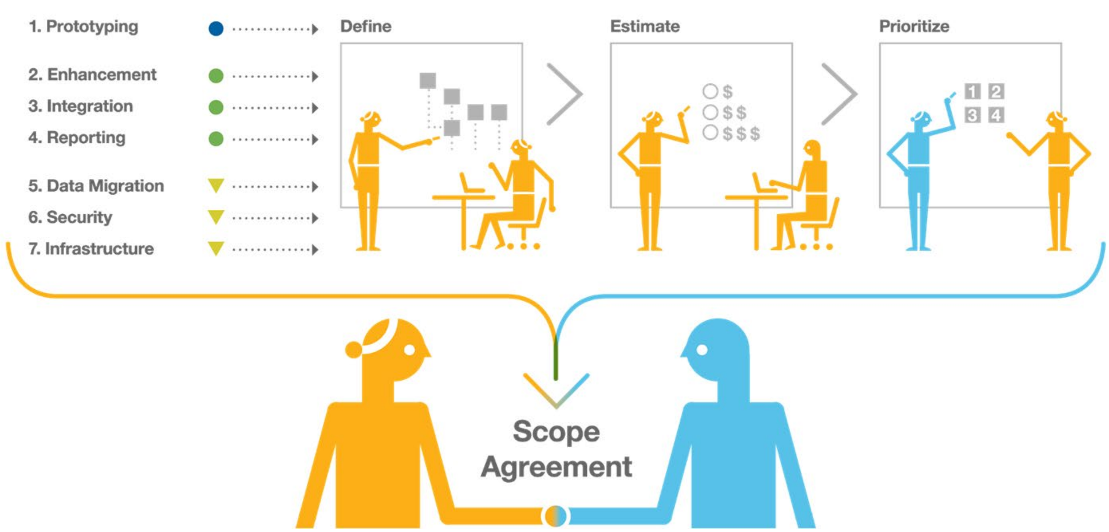
For each of the requirements identified in the prior activities, the Crowe team will define how to meet the requirement. In some instances, Crowe will begin to prototype the requirements at this phase to gain clarity about the implementation and to demonstrate the system's functionality. We will provide an estimated amount of time for each of the scenarios and work with you to prioritize the implementation with the most important scenarios implemented first.

This prioritization process is important as it allows us to reach a scope agreement for implementation. Additionally, we can prioritize those items not identified as part of the initial implementation, and can work with you to implement them down the road or provide the documentation for your team to implement them. **Exhibit 10** provides an overview of the Solution and Scoping activity.

Exhibit 10
Solution and Scoping

ACTIVITY: Solution + Scoping

Define scope and priorities across all 7 areas of the implementation. Align on a final scope for the project.



d. Plan Refinement

Once Crowe better understands the scope, we will walk through the proposed Plan for the implementation to ensure that we make any necessary updates to the Plan. We will share the proposed Plan updates with your project management team and relevant stakeholders to ensure that everyone understands the changes (if any). **Exhibit 11** provides a graphical representation of the Plan Refinement activity.

Exhibit 11
Plan Refinement

ACTIVITY: Plan Refinement

Refine the implementation plan based on the results of Analyze phase.

3. Build Phase

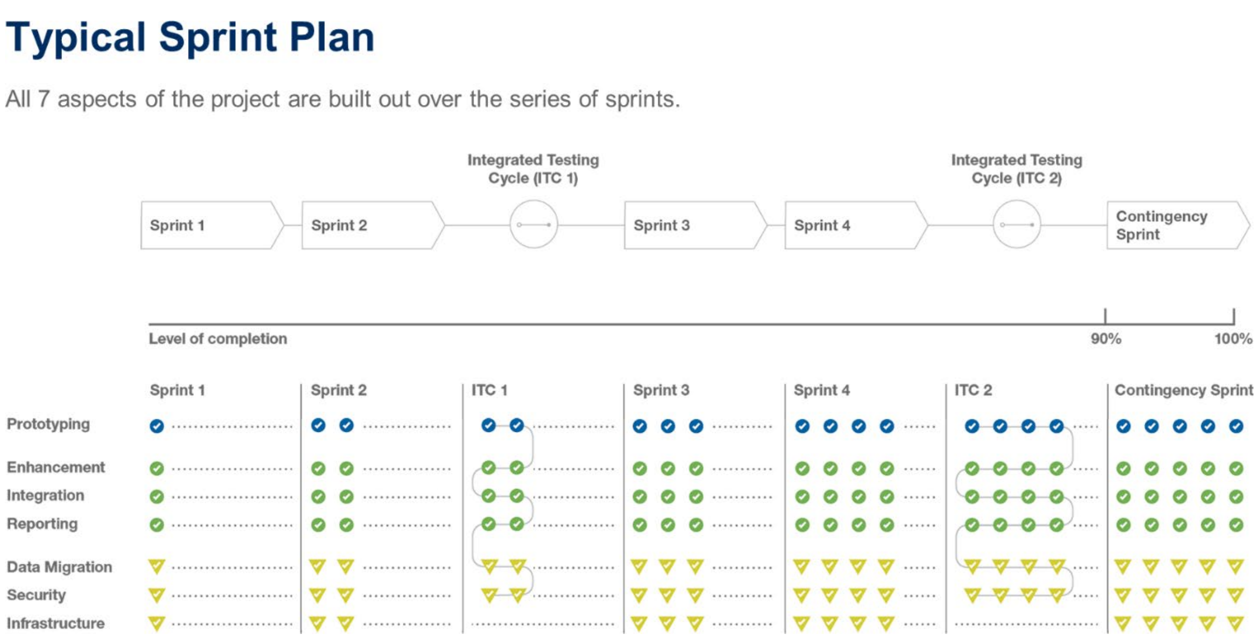
The Build phase is when we observe the system being configured and built to meet the identified requirements that are in scope. Crowe uses a sequence of sprints to build out the new system and validate its support of each of the business scenarios. Sprints will vary in duration based upon the nature of scenarios covered in that sprint. The sprints include a dedicated feedback cycle to allow for clarification of functionality and potential course corrections. One key advantage of this approach is the transparency it provides, as we do not wait until build to demonstrate what the system looks like. You will begin seeing the system as early as 4 weeks into the sprints. These early versions of the system allow insight into what is built and how it works, so you may provide feedback to the Crowe team. While anything is possible with these types of systems, Crowe will try to show you how the Dynamics framework functions and how things are done within the framework. Though it can be tempting to try to build more custom solutions, we will walk through decisions and explain our rational for why things are built the way they are. Customizations to the system are possible, and some even necessary, but it is important to understand that customizations take more time to build and generally cost more to maintain. The Dynamics platform has a variety of powerful features that allow it to meet many requirements with baseline functionality of the platform.

There are different types of sprints that the team will go through. The type of sprint activities are:

a. *Prototyping Sprint*
b. *Development Sprint*
c. *Integrated Testing Cycle (ITC)*

Crowe will also develop a more detailed Sprint Plan that explains how the sprints will achieve the project goals. **Exhibit 12** provides a summary view of a Sprint Plan. More information detailing the three types of sprints can be found in the following subsections.

Exhibit 12
Prototyping Spring



a. Prototyping Sprint

Prototyping Sprints serve two main objectives. First, they allow Crowe to begin the configuration of the system and start building the functionality needed to meet the business scenarios. Second, they allow us to share and walkthrough the system functionality early on so that your SMEs can use the system and provide feedback as to whether it is heading in the right direction to meet their business needs. The Prototyping Sprints are broken down into the following phases:

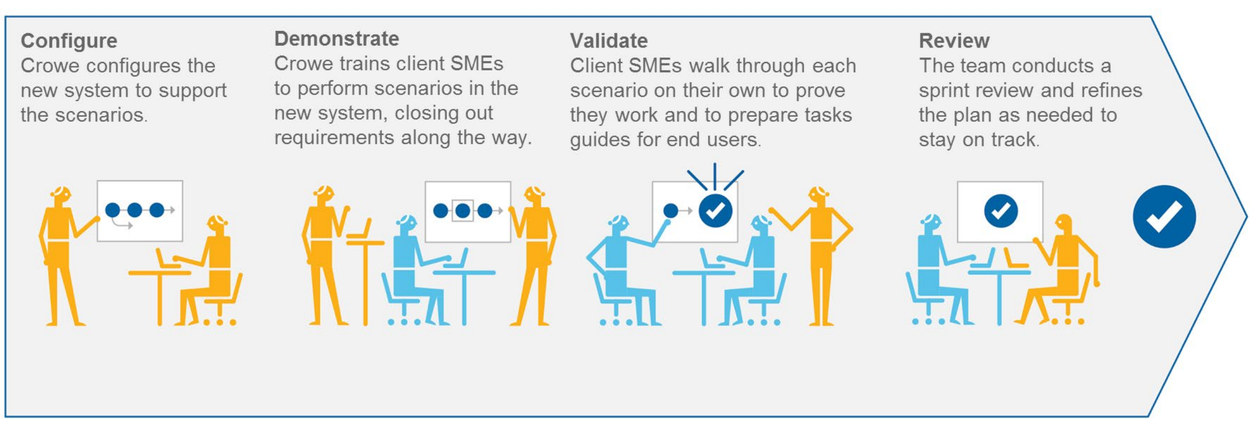
1. **Configure:** Crowe begins the process of configuring the system and setting up the solution to support the identified business scenarios. This can take anywhere from two to four weeks, depending on how much we are trying to accomplish in that timeframe.
2. **Demonstrate:** Crowe works with your SMEs to show how the system works. We train your staff to use the functionality and perform life-like scenarios in the system. We collect information on what has to be changed and close out any requirements that are met.
3. **Validate:** Your team members walk through the scenarios on their own to prove that the system works and meets their needs. We also collect information at this point to use in the end user training, in particular any processes that are not intuitive to the validation SMEs.
4. **Review:** The team meets to review what functionality is met by the prototype, identify what functionality is left, and refine that plan so that the project stays on track.

Exhibit 13 shows a graphical representation of a typical prototyping sprint. The durations in place are rough guidelines for a normal sprint; however, please keep in mind that these vary and we may implement more consolidated sprints depending on the scope of the project. For more detailed information on timelines and project durations, see the Project Schedule section of this document.

Exhibit 13
Prototyping Sprint

ACTIVITY: Prototyping Sprint

Configure, demonstrate, and validate each scenario in the new system.



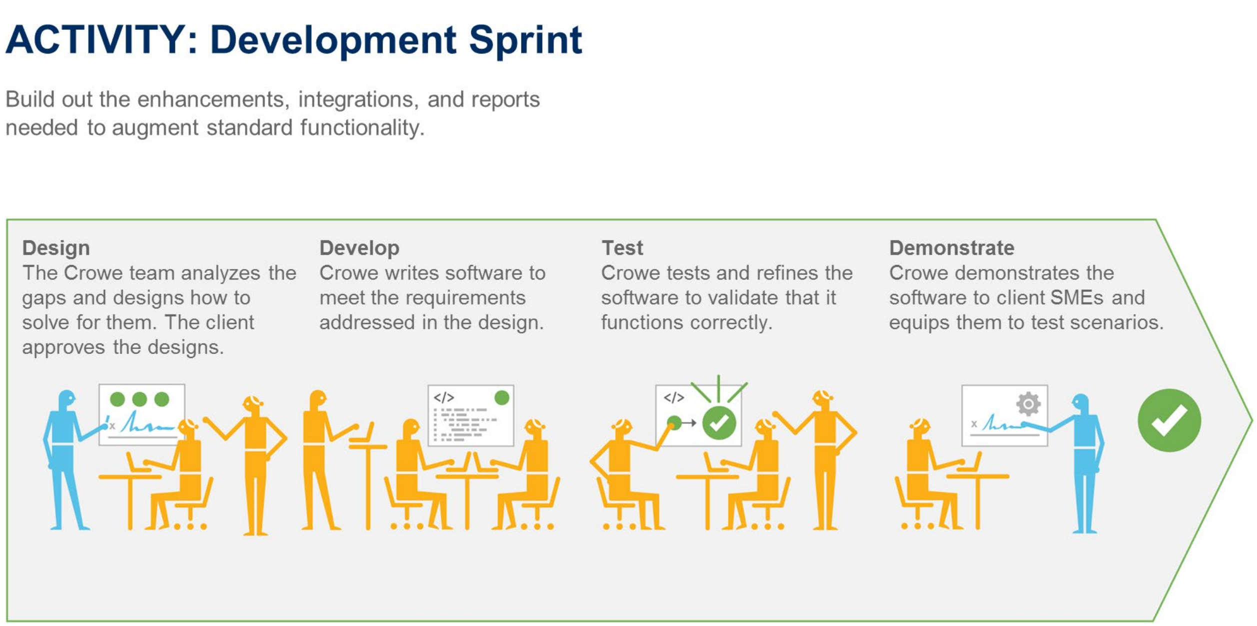
b. Development Sprint

Development sprints normally follow prototyping sprints and leverage some of the previous configuration, established in the prototype sprint. Development sprints are primarily focused on parts of the system that require code to function, which include some enhancements, integrations, and reports needed to augment the standard functionality of the Dynamics platform. The development sprints are broken down into the following phases:

1. **Design:** During the design phase, the Crowe team analyzes the gaps and designs how to solve them. In many situations, there are many ways that the gap in functionality can be addressed. Crowe will complete a set of options and recommend the top option for you to review. Once the option is reviewed, understood, and approved, we will move to the develop phase of the iteration.
2. **Develop:** In this phase, Crowe writes the software to meet the requirements and address the functional gap that existed.
3. **Test:** Crowe internally QA tests and verifies that the developed software functions correctly and does not introduce any issues into the environment.
4. **Demonstrate:** Crowe schedules a meeting with the respective SMEs and demonstrates how the functionality works. We may ask your staff to participate so that they can also become educated in how the system works and provide feedback.

The Development sprint is an important part of Crowe's overall system methodology and is a critical element for success in the build phase. **Exhibit 14** provides a graphical representation of the Development sprint. More detailed information will be provided in the schedule section of this document.

Exhibit 14
Development Sprint

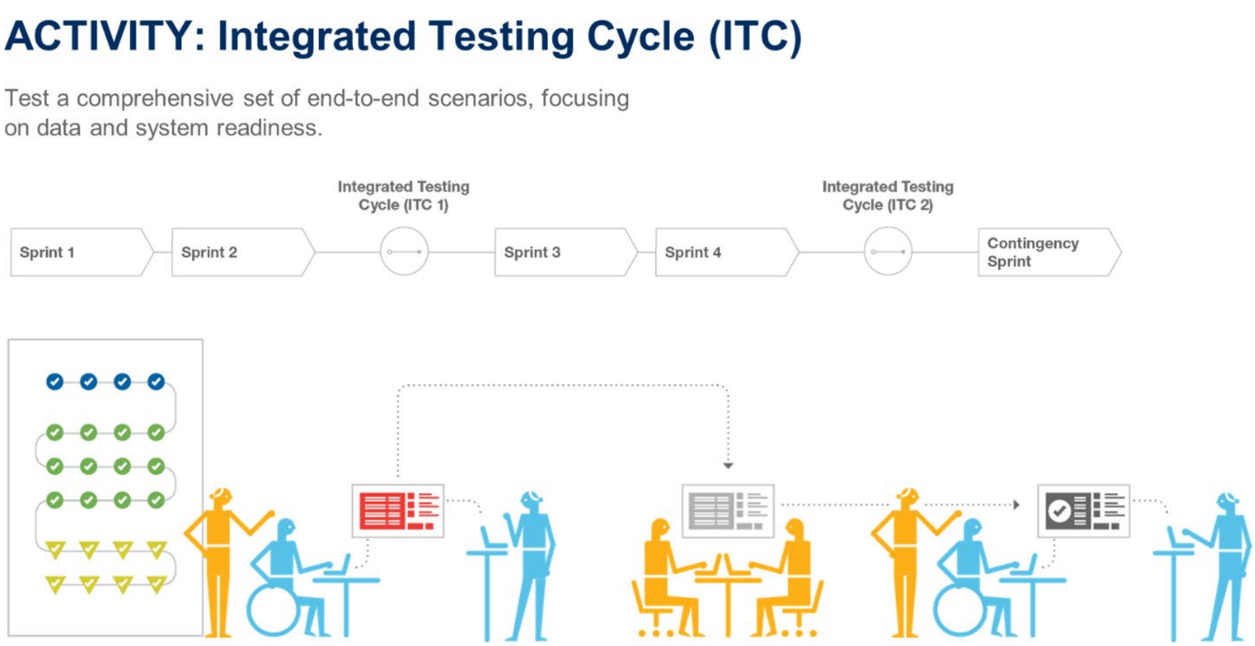


c. Integrated Testing Cycle

Crowe's Integrated Testing Cycle (ITC) provides a mechanism to test a comprehensive set of end-to-end scenarios focusing on data and system readiness. These testing cycles allow us to validate that the developed functionality for scenarios are working in the correct fashion. They also allow you to gain visibility into how the solution is evolving. We focus the scope of the integrated testing cycle on the scenarios that have been completed and moved through the other types of iterations. Integrated testing cycles serve as the beginning of the overall testing process.

Before we start on integrated testing cycles, Crowe will develop testing scripts that document how the scenario will be tested in the system. Again, these cycles focus on end-to-end scenarios with real or lifelike data. Using Microsoft Azure DevOps as our requirements management system, we will link the requirements and the scenarios that we have identified to the test cases, so that we can easily trace requirements and scenarios to test cases. This effort verifies that we have tested all aspects of the system before moving forward to the confirmation phase. **Exhibit 15** provides an overview of the Integrated Testing Cycle.

Exhibit 15
Development Sprint



4. Confirm Phase

In the Confirm phase, we perform final confirmation of system readiness, data readiness, and people readiness. The majority of issues have been uncovered during the Analyze and Build phases through iterative development and testing cycles. Through a series of conference room pilots (CRPs), the SMEs simulate business processes and validate enhancements.

Crowe recognizes communication and feedback are key success factors of the Confirm phase. Throughout this phase, we work closely with your SMEs to confirm usability of the new system. If any parts of the new system remain unclear, we work with the SMEs to understand the reasons, so we can appropriately develop training for the rest of the user base. On occasion, we may also discover that something is not clear because it does not meet a particular requirement. In that case, we will make appropriate adjustments to the system, so the functionality works in accordance with the requirements. At the end of the Confirm phase, it is critical that the SMEs have proven the business can thrive on the new system, they understand how the system works, and they are comfortable navigating through it. The Confirm phase has two major activities:

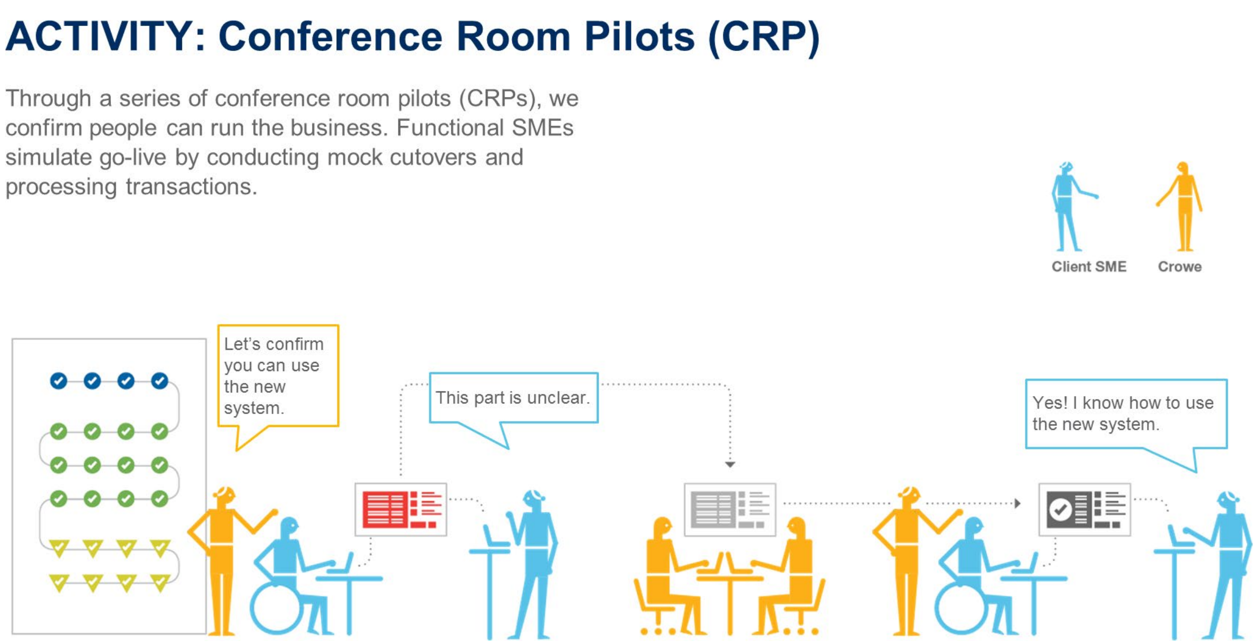
a. *Conference Room Pilots*
b. *User Acceptance Testing*

a. Conference Room Pilots

Conference Room Pilots (CRPs) involve the Crowe team and Business Process SMEs. A project and a scenario may have multiple CRPs depending on the functionality of focus during a particular iteration. The CRPs confirm that people can run the business on the configured and functioning solution. CRPs also help prepare users for the go live process by functioning as mock cut over and processing transactions. In addition, they provide valuable input into the training process and help to build confidence the system will perform with the functionality required among the SMEs.

The CRPs allow SMEs to gain hands-on experience interacting with the system with Crowe staff standing by to help if any part of the system is not clear. Crowe will prepare test cases for SMEs so they know exactly how to navigate through the system. Test case validation is an important part of the evolution of the test cases for the system as Crowe can rectify any lack of clarity before we move forward to user acceptance testing. The Crowe team will pay special attention to any parts of the system that appear potentially confusing. This information is incredibly valuable and something that we can leverage to ensure training is clear and concise for the rest of the user group. At the end of a CRP, we want your SMEs to feel comfortable using the system and the functionality associated with their business scenarios. **Exhibit 16** provides a graphical representation of the conference room pilots.

Exhibit 16
Conference Room Pilots



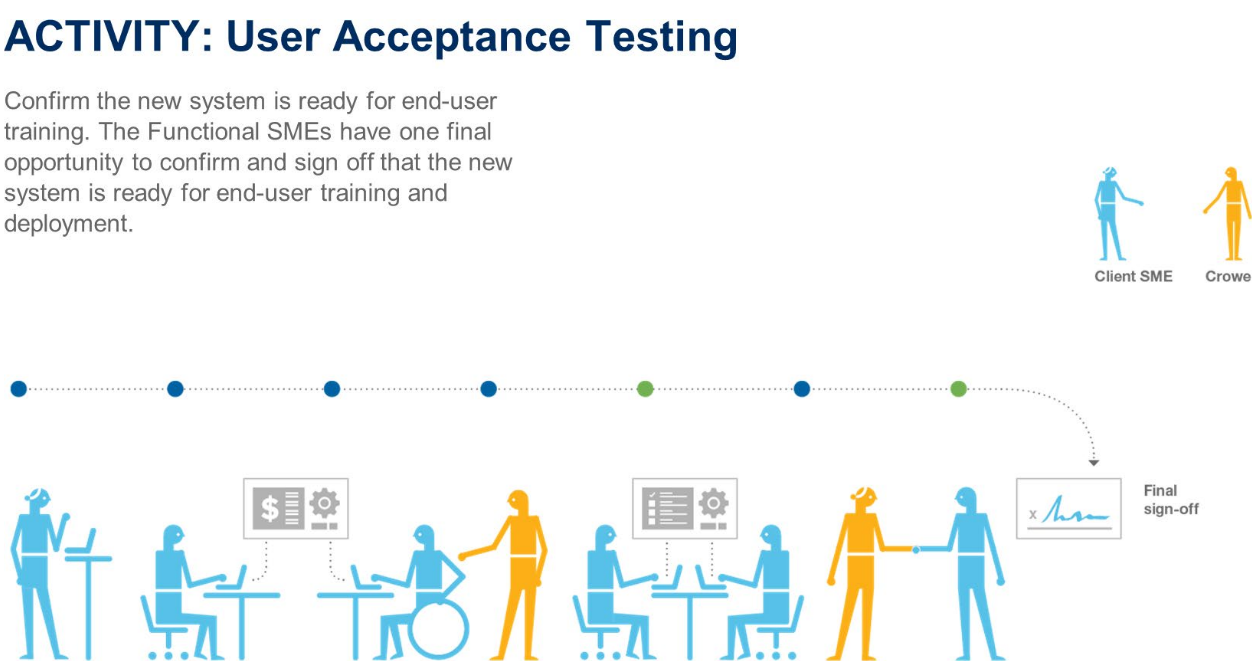
b. User Acceptance Testing

User Acceptance Testing (UAT) confirms the new system is ready for end user training. The functional SME's have one final opportunity to confirm and signoff that the new system is ready for end user training and deployment. Crowe has developed several key success factors that help with the overall success of user acceptance training, these include:

- **UAT Training** – Training UAT users is critical to the overall success of the UAT effort. Most testers will be SMEs and will have a good amount of involvement with the project, since they participated in prior phases; however, UAT training will be a more formal session, as we want all testers to have a baseline understanding of this system before we begin testing. SMEs will be educated on the UAT process and system navigation.
- **Test to Requirements** – By the time UAT testing begins; there will be a formalized set of testing scripts clearly mapped to the scenarios and requirements of the system. Test scripts will lay out the steps and procedures that different users will be testing. These testing scripts help make certain we are testing all the necessary areas of the system.
- **Involve Real Users** – UAT needs to involve actual users of the system who will be interacting with it on a daily basis. Involving real users helps create a group of "super users" that are knowledgeable and experienced with the system. Following system Go-Live, these super users will be able to assist other users who are less familiar with the new system.
- **Match Tests to User** –The tests that a user performs need to match the user's unique experience, roles, and responsibilities within the organization. While user-test-matching is integral to successful UAT, it is often overlooked during implementations and risks UAT failure.

Exhibit 17 provides a graphical representation of the User Acceptance Testing Process:

Exhibit 17
User Acceptance Testing



5. Deploy Phase

The Deploy phase of the project signals the system is ready and it is time to get stakeholders ready. Crowe embraces an Organizational Change Management (OCM) methodology that starts the process of transition early and with active involvement and communication to and from customers, stakeholders, and sponsors. Depending on the scope of the project, Crowe can manage the OCM aspects of the project or provide guidance to those who will be managing that process. The Deploy phase functions as the peak of activity on the project, but it does not signal the end of the project, as there are post-deployment activities that must occur. Crowe's methodology for the Deploy phase includes the following key activities:

a. *End User and Administrator Training:* We deliver training to your teams so that they are comfortable using the system and administering it.

b. *Cutover Rehearsal:* We simulate the process of changing systems and use the system as if it were day one.

c. *Cutover:* The legacy systems are turned off and we begin using the system to process transactions.

d. *Transition Support:* Crowe's implementation team stays engaged to provide support.

a. End User and Administrator Training

Training will consist of a Crowe-led effort providing training to both administrators and end users. The purpose of all training is to help users become more familiar with the new system, so they are comfortable using it after cutover. By the end of the training effort, users should be familiar with basic system navigation and concepts needed to complete their work. They will also have access to training manuals and/or guides specific to the functions of the new system.

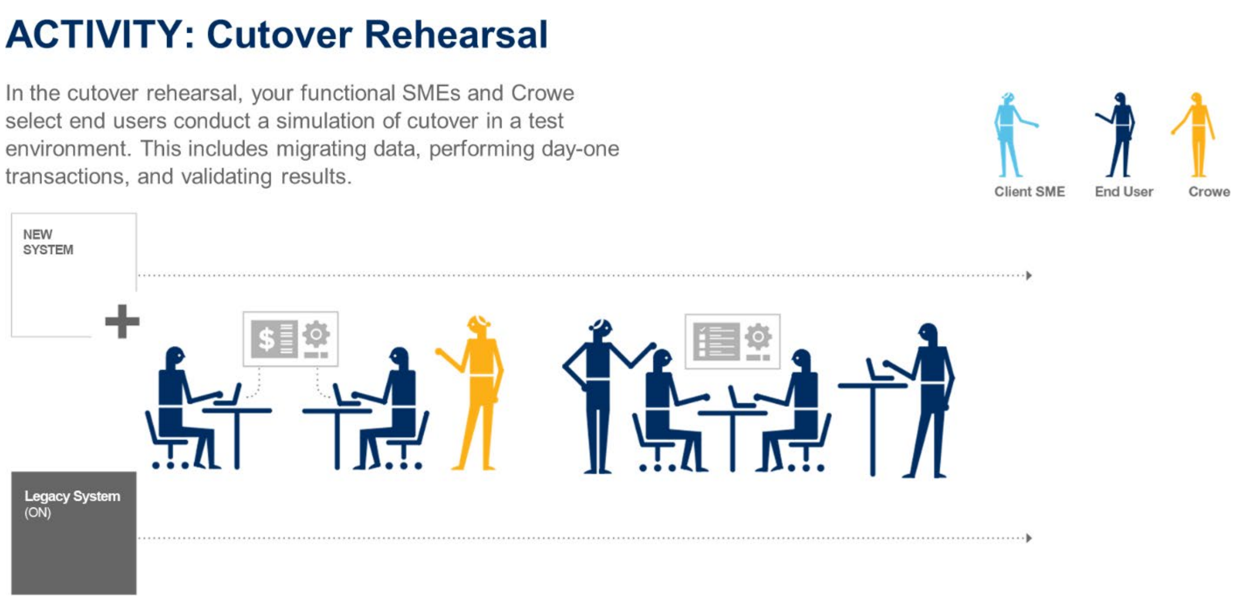
Administrator training will focus on key administrator activities including: creating users, updating roles, creating new fields, modifying page layouts, understanding workflows, reviewing audit history, and making minor configuration updates. The end user training will be focused on the end users of the system (including contractors). End user training is focused on making sure that the business scenarios captured in the Structure and Analyze phase of the project are taught and practiced. While Crowe will be leading the session, we expect to have the SMEs serve as key members of the training delivery team. The SMEs will be able to answer business-related questions. **Exhibit 18** provides a graphical representation of the User Training effort.

Exhibit 18
User Testing

b. Cutover Rehearsal

Cutover Rehearsal serves as a dry run of the activities that will happen when the new system goes live. In coordination with your SMEs, we select specific end users to conduct a simulation of switching over to the new system in a test environment. Activities in the Cutover Rehearsal include migrating data (if determined to be needed), performing day-one transactions, and validating results. From this activity, we are able to identify any gaps in the implementation plan and address potential issues before they become a concern. A graphical representation of the Cutover Rehearsal is identified in **Exhibit 19.**

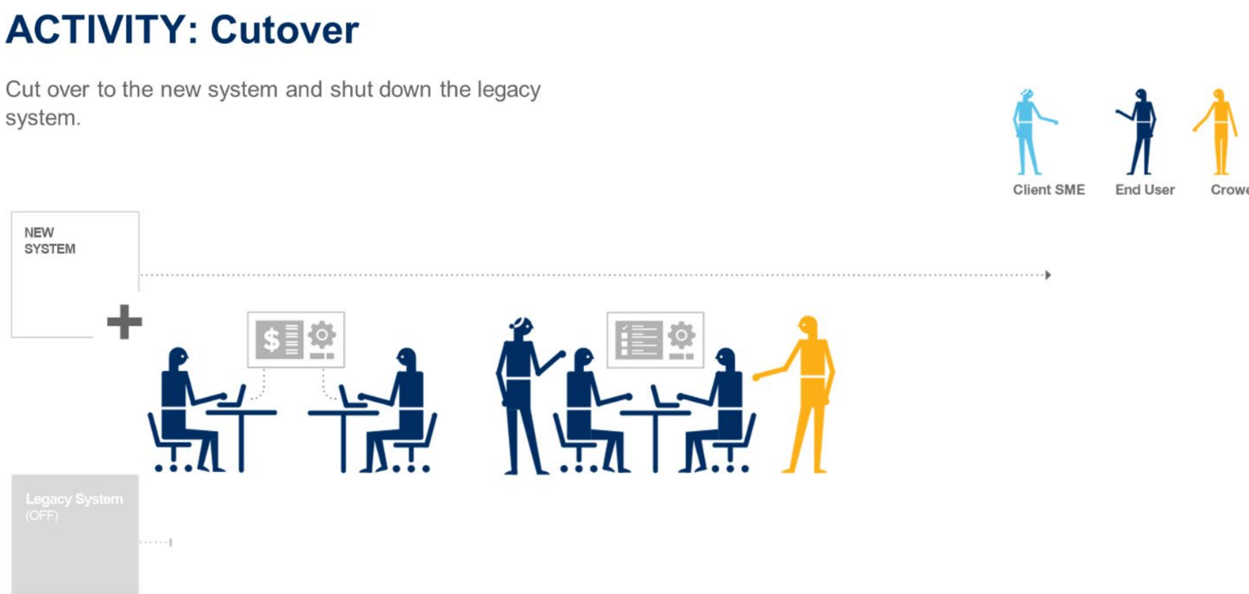
Exhibit 19
Cutover Rehearsal



c. Cutover

Cutover is one of the most exciting activities on the project, as this is the moment when the new system is turned on and all data begins feeding into the new system. Cutover includes taking the existing system offline, migrating all data, bringing the new system up, performing validations on the new system, and making sure that everyone can conduct business on the system. **Exhibit 20** provides a graphical representation of the cutover activities.

Exhibit 20
Cutover



d. Transition Support

The first few weeks with a new system can be challenging. Crowe’s implementation team will stay engaged to provide support during the transition period. We will help resolve issues that come up during the transition and train your help desk and administrative staff on how to resolve common issues that may appear. At the end of the transition period, the project will change to a maintenance and operations state where Crowe resources will be available on request and as needed. **Exhibit 21** provides a graphical representation of the transition support activities.

Exhibit 21
Transition Support

2. Price Proposal

Our price proposal takes into consideration all of the factors required to get your organization up and running on Crowe Contract Manager.

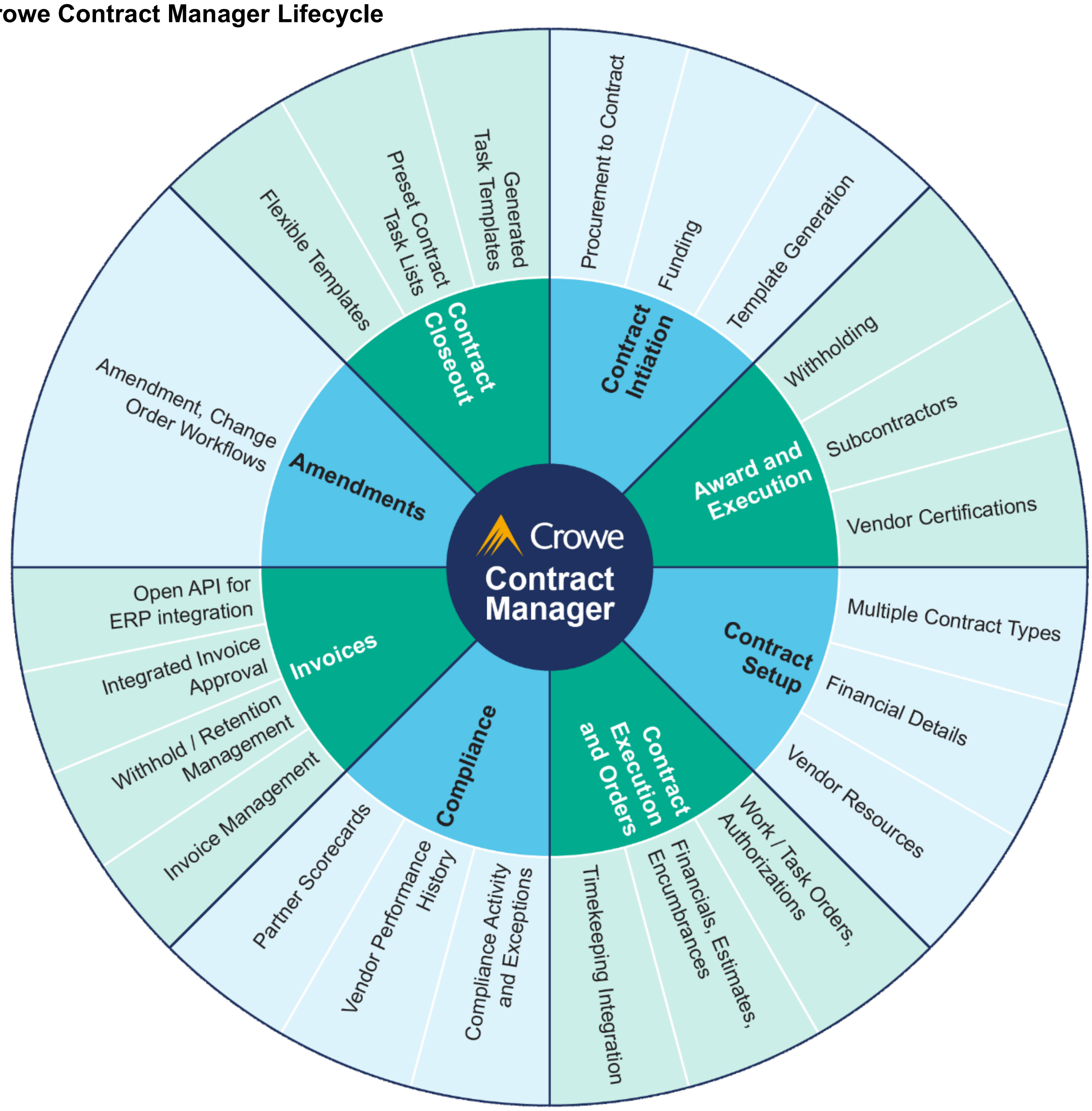
	Year 1	Year 2	Year 3	Year 4	Year 5	Notes
Implementation	$15,000					Includes up to 110 hours of installation, configuration, and customization of the solution. If additional hours are needed for the implementation they can be negotiated with Crowe.
Training	$2500					Includes one train the trainer session using Crowe standard Contract Management Training Materials for up to 5 trainers.
Annual Support		$5,000	$5,000	$5,000	$5,000	Includes up to 35 hours of support per year for technical or functional items.
Hosting and Licenses	$25,000	$25,000	$25,000	$25,000	$25,000	Estimated for a 15 Users, please see Pricing and Tiered Discounts included in proposal.
Total Per Year	**$42,500**	**$30,000**	**$30,000**	**$30,000**	**$30,000**	

3. Qualifications

Crowe Contract Manager is an end to end Contract Management system that was designed by Crowe's Public Sector consulting team after viewing client after client suffering from the same inefficiencies, lack of centralization, and struggles managing contractual processes. From the beginning the solution was envisioned to help resolve common issues that plague Programs, Contract Managers, and Contractors in the public sector.

In order to achieve success, we knew that the system had to provide support throughout the entire contract management lifecycle. Based on many of the principles identified in the Contract Management Book of Knowledge, Crowe developed a unique product that would provide support throughout the entire process. The graphic below provides an overview of the contract management lifecycle and some of the key features that our solutions brings to the table.

Crowe Contract Manager Lifecycle



Contract Manager is a module of the Crowe Government Platform. The Crowe Government platform is an ecosystem of interactive modules that work harmoniously to synchronize processes of Government Organizations. It is constantly growing with new modules being added on a regular basis.

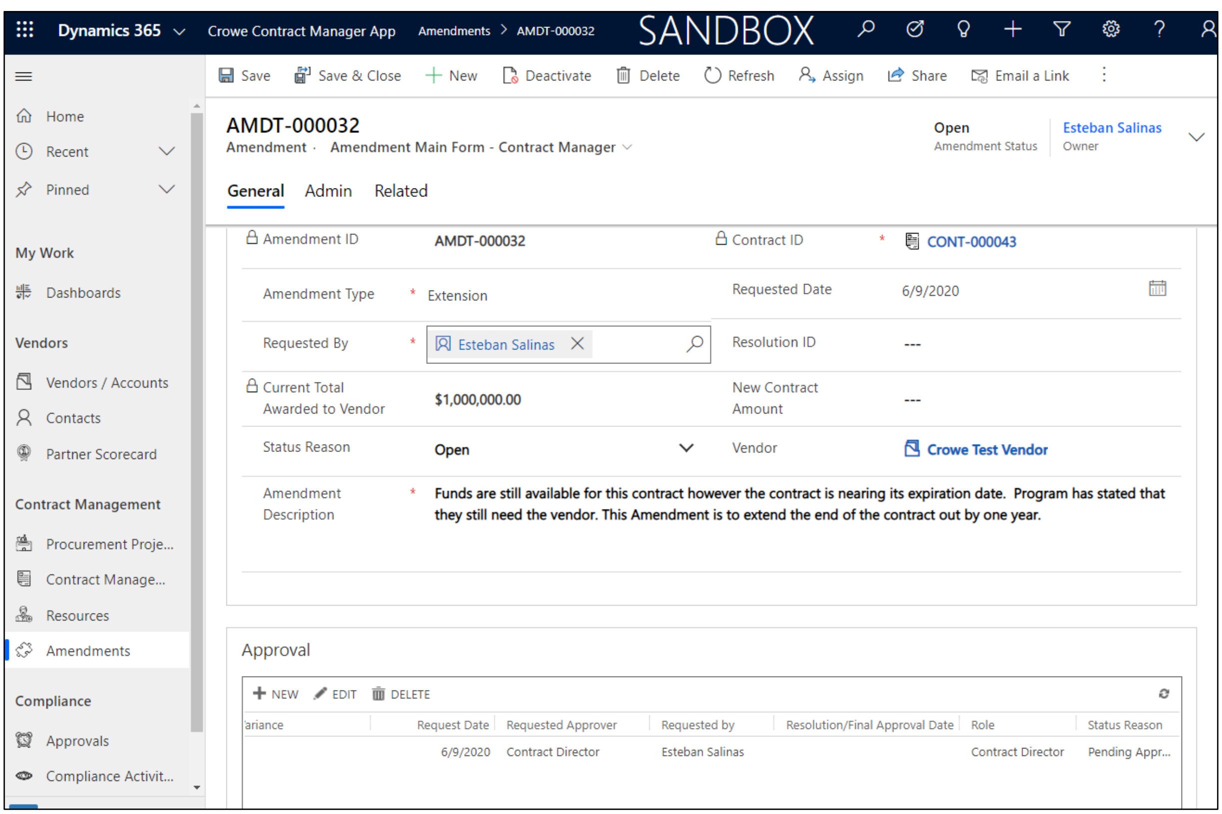
The remainder of this document is aimed and highlighting how the Contract Manager solution fits into the requirements identified in the RFP.

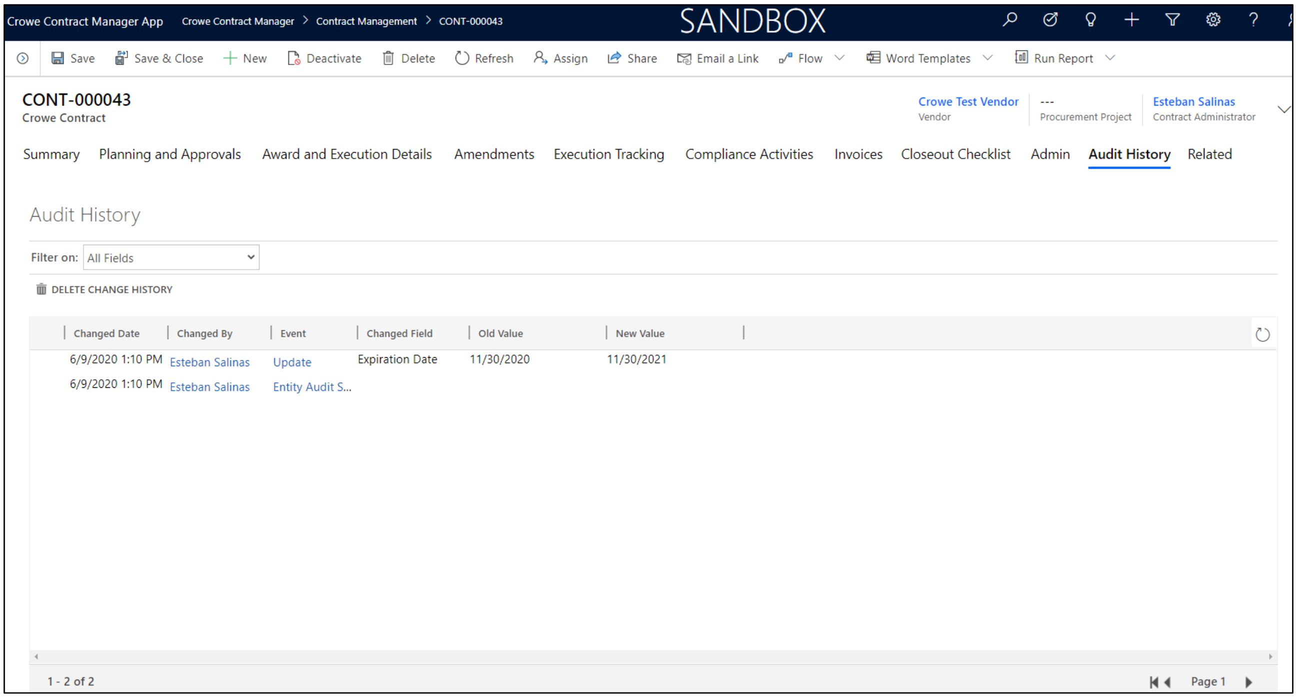
A. Contracts

1. Manage contract modifications

Contract Manager includes complete functionality to track, manage, and approve amendments for contracts within the system. When a substantial modification needs to be made to the contract, the contract manager will create an amendment record stating the reason as to why the change is required. Depending on your business rules, an approval record can also be created for that Amendment. Once the approval is complete, the contract manager is notified and can make the respective change to the contract. The screen below shows the amendment screen on Contract Manager as well as a portion of the approvals related to this particular amendment.

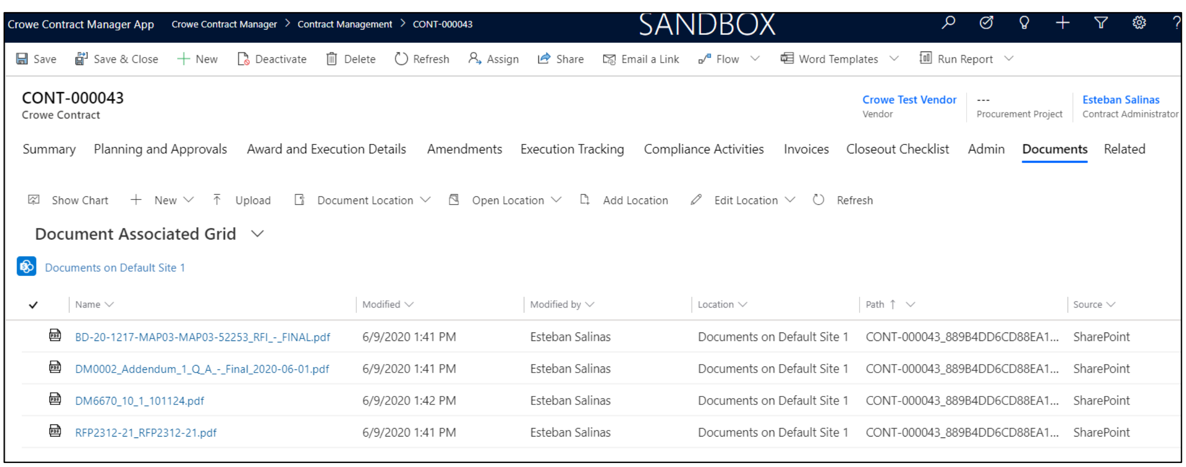
Once the contract manager makes the changes to the contract, a comprehensive audit history keeps track of what changes were made to the contract, at what time, and by who. The system also captures the prior value, as well as the value that it was changed to. The image below highlights the audit history functionality.





2. Manage supporting documents/agreements

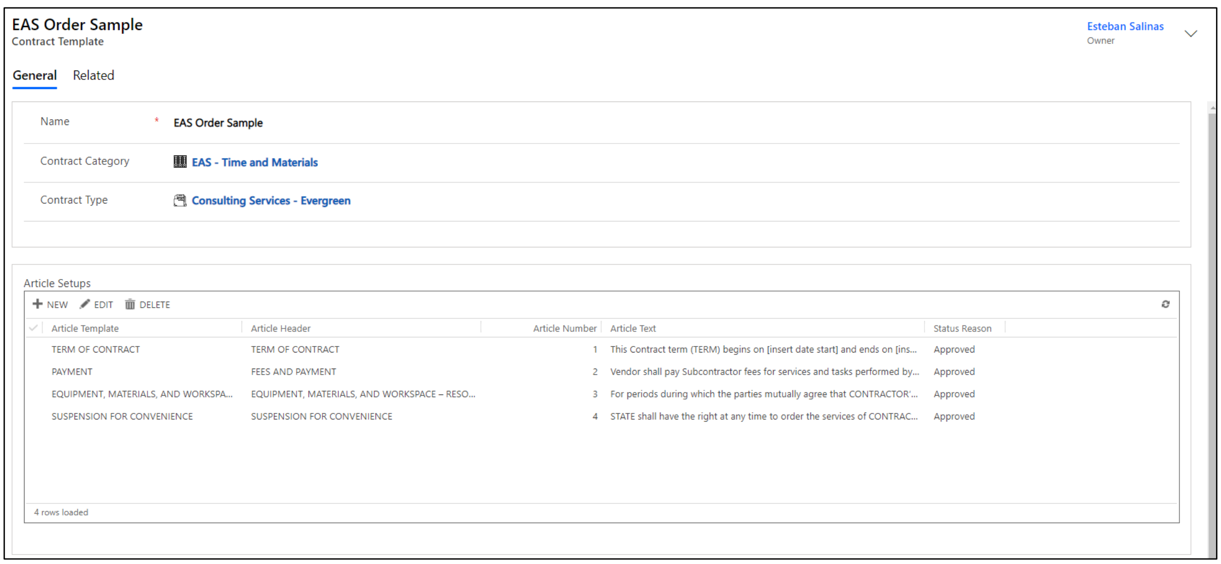
Crowe Contract Manager integrates natively with Microsoft SharePoint. Each procurement project or contract is created in the system, we automatically create a unique SharePoint folder for all the related documents. With SharePoint, we have a comprehensive audit history of documents. Additionally, all of the documents for a procurement project or contract can now always be stored in one common location that is secured and accessible by authorized individuals. Below is a screenshot of the native integration and how you can access documents related to either contracts or procurement projects.



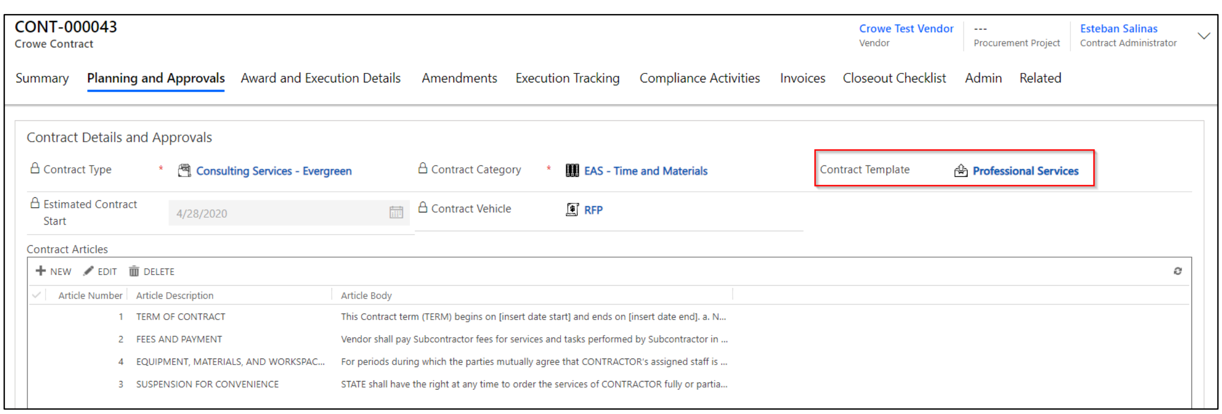
3. Manage terms and conditions

Crowe contract manger provides expansive capabilities for managing terms and conditions within the system. To start off with we provide **Contract Templates** that are associated to a combination of Contract Types and Contract Categories. Contract Types and Contract Categories are user-defined fields that you set up in the system during the initial configuration. A Contract Type could be something like Professional Services or Vehicle Acquisitions, while a Contract Category will determine how the contract is executed (Time and Materials, Goods, Deliverable, Orders, etc.).

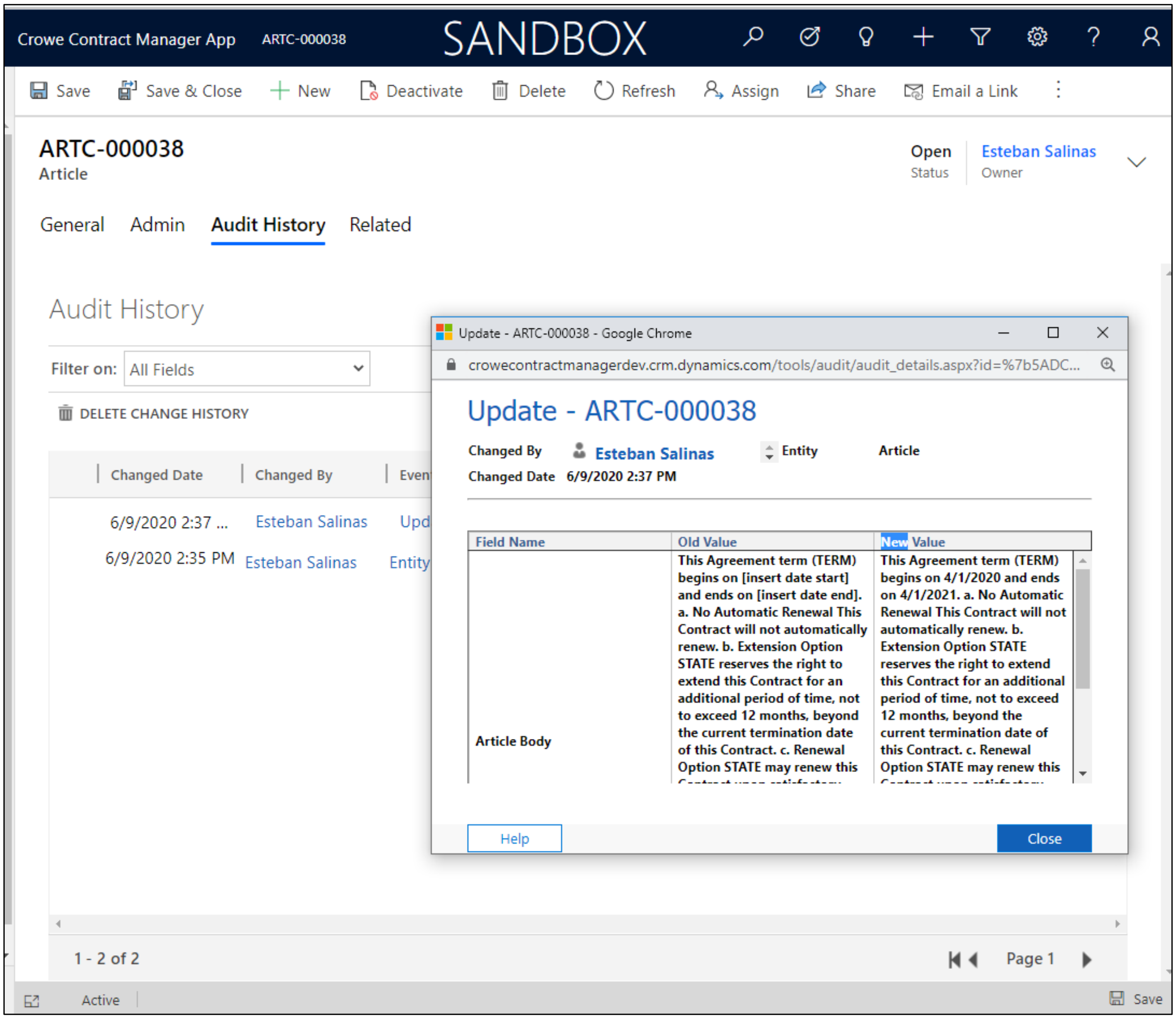
You can have multiple Contract Templates stored in the system so your terms and conditions can be organized, pre-approved, and ready for your Contract Manager to leverage. Below is a sample of a Contract Templates that is associated to the Contract Category of “Time and Materials” and the Contract Type of “Consulting Services – Evergreen.”



When the contract manager updates the Contract Template on the Contract, the system takes the template information and copies it over to the contract. This allows the Contract Manager to work with legal and fine-tune the template to the contract.

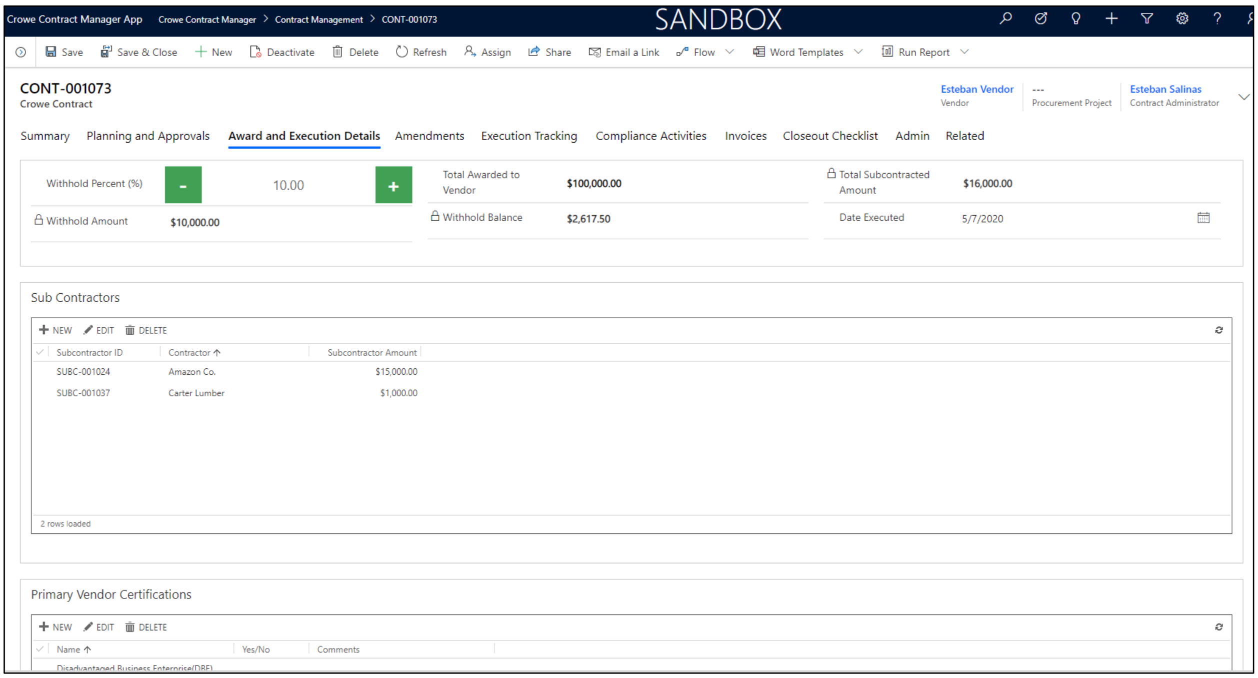


Since the system has detailed audit logging enabled, we also get excellent traceability into what changes have been made on the contract articles, as shown below.



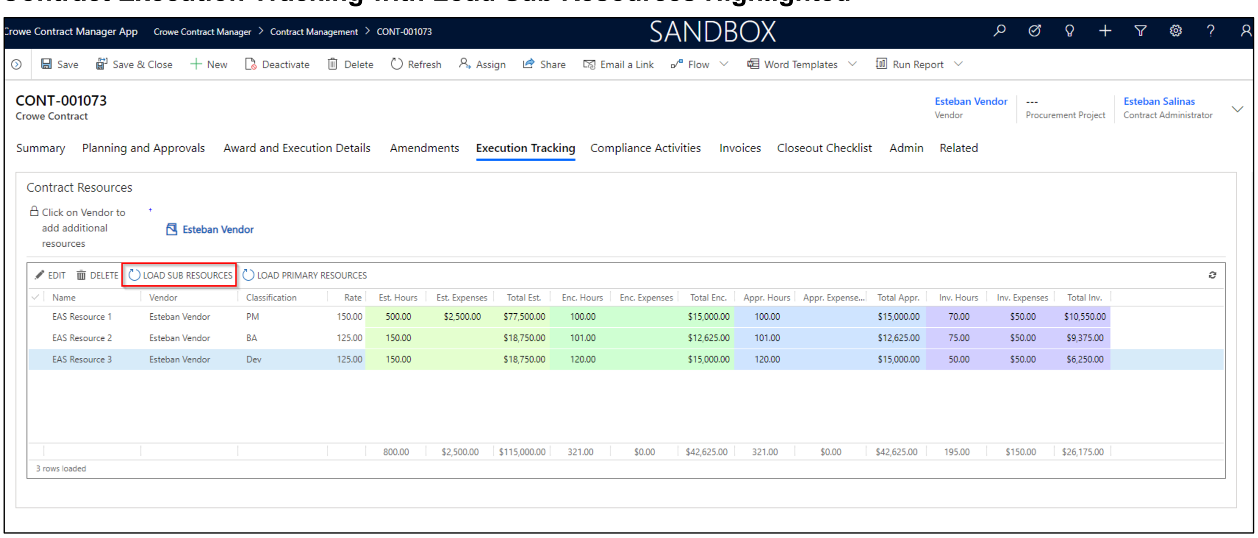
4. Manage and track subcontract agreements

Contract Manager tracks all subcontracts within the contract; the system can be easily configured to also track the respective associated contracts through the sub-contract management module as well. Documents related to the subcontracts can also be stored inside the respective contract document module.



For Time and Materials types of contracts the Sub-Contract Resources can be easily pulled into Execution Tracking of the contract as highlighted below.

Contract Execution Tracking with Load Sub Resources Highlighted



Sub Contracts can also easily be related to the parent contract for ease of tracking. In order to link to a child to a master contract all that is required is searching for the parent contract and selecting it.

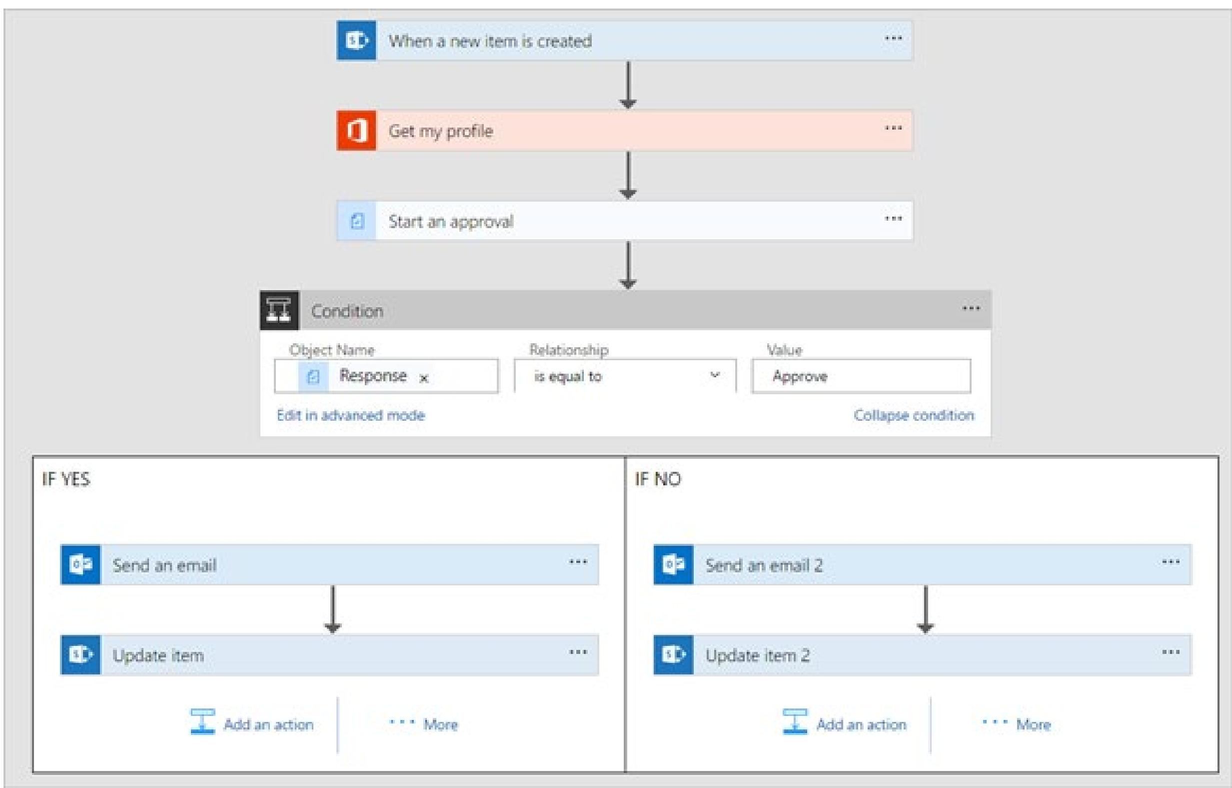
5. Workflow management and User Notification

Contract Manager has robust workflow management capabilities that allow simplified assignment and process tracking as various items are assigned to individuals to work. The workflow capabilities are built into many processes of the Contract, Compliance Activities, Approvals, Close Out Checklists, and many other areas of the system.

Workflows can be configured by our implementation team or can be setup at a later point in time by your technical team. Workflows are specific to your business processes.

The Contract Manager Workflow is also responsible for sending out notifications to users when certain conditions are triggered. For example, if you want a notification to be delivered via e-mail when an approval record is created and awaiting action that is done via the Contract Manager Workflow engine. Below is a sample image of the workflow engine that is configured to manage an approval process.

Workflow for Approval and Notification



6. Manage compliance (FAR and other contract clauses)

Contract Manager has a comprehensive Compliance Management system integrated into the solution. Our Compliance Management lets you create, monitor, track, and act on a variety of differing compliance needs. Three main components make up the Compliance Management functionality:

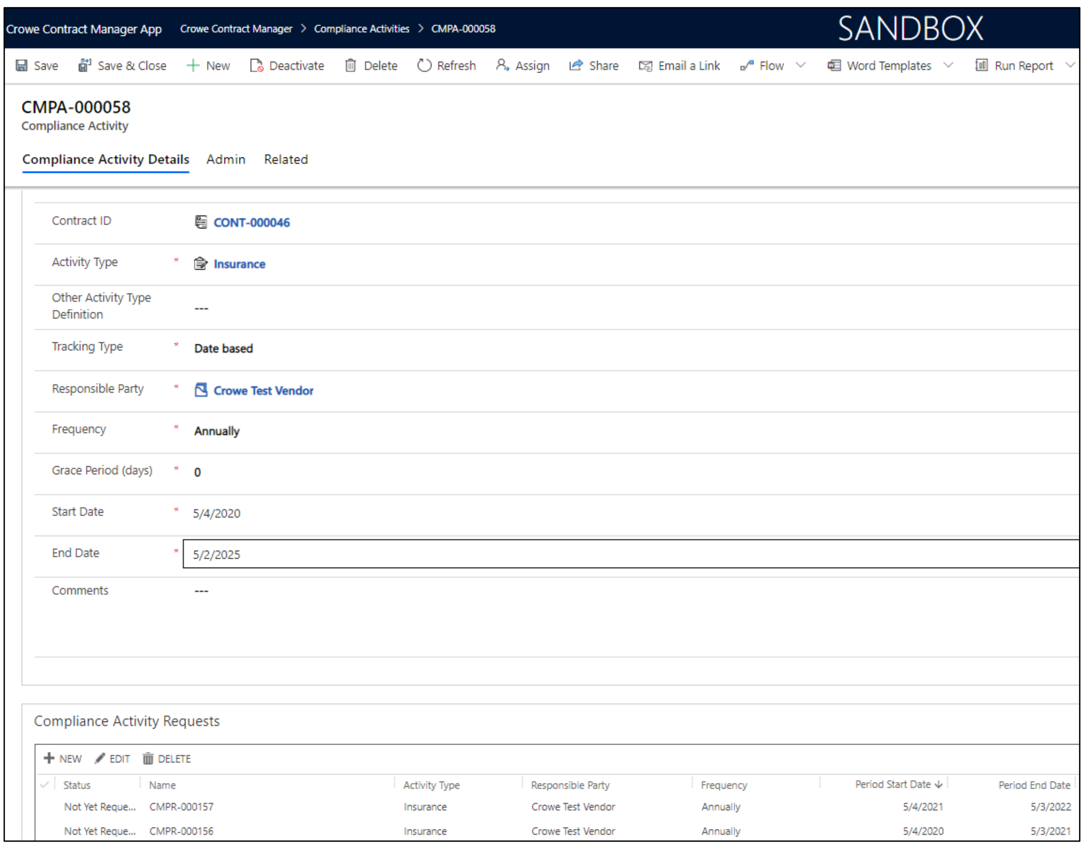
- Compliance Activities

- Compliance Exceptions
- Partner Scorecards

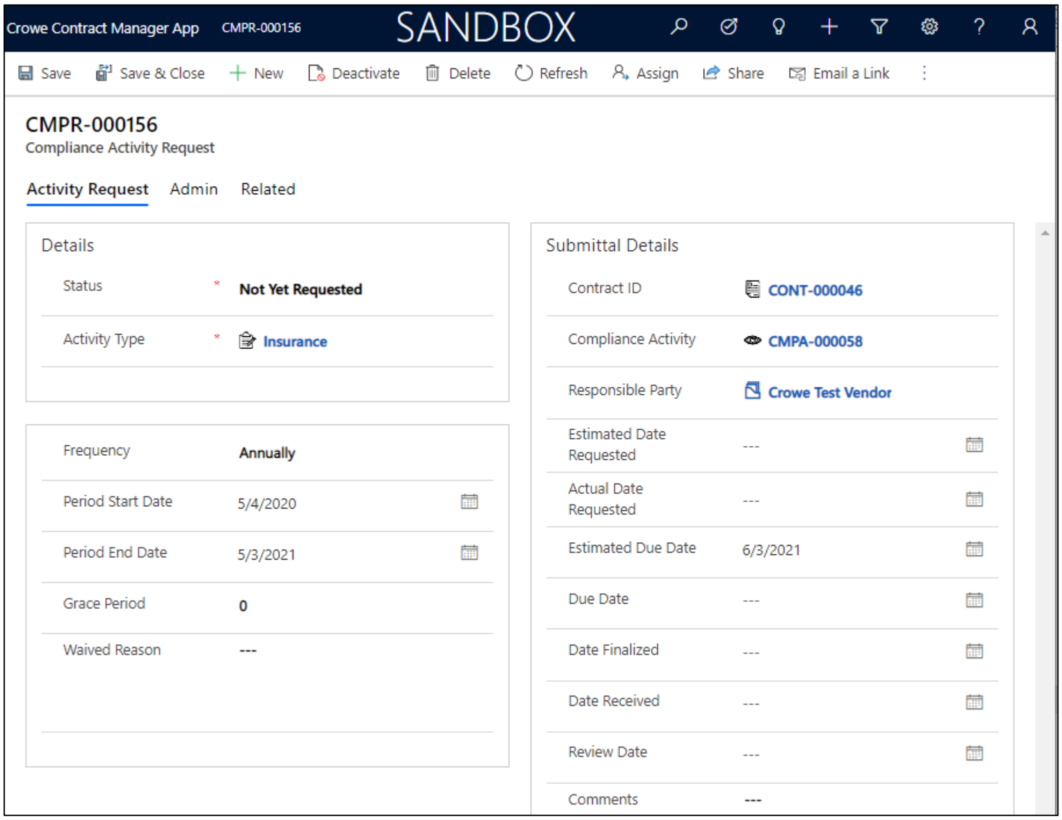
<u>a. Compliance Activities</u>

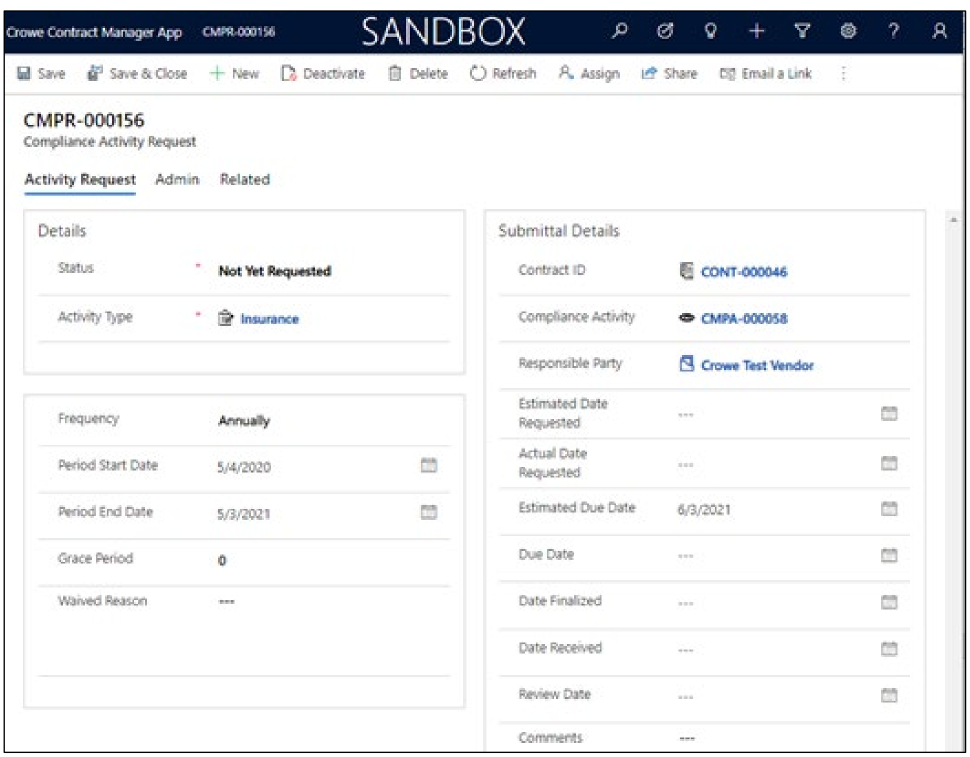
Upon execution of a contract, one or more compliance activities may be defined to track specific compliance conditions, for example, an annual check for a vendor certificate of insurance. Once the initial compliance activity is defined, the system will automatically manage the individual instances of a compliance check to help provide a complete view of all upcoming activities and deadlines. Compliance Activities may be set up on a one time or recurring basis as needed to meet program needs. As an administrator of the system, you may define Compliance Types to meet any scenario.

Contract Compliance Tracking (Defining the compliance activity by contract)

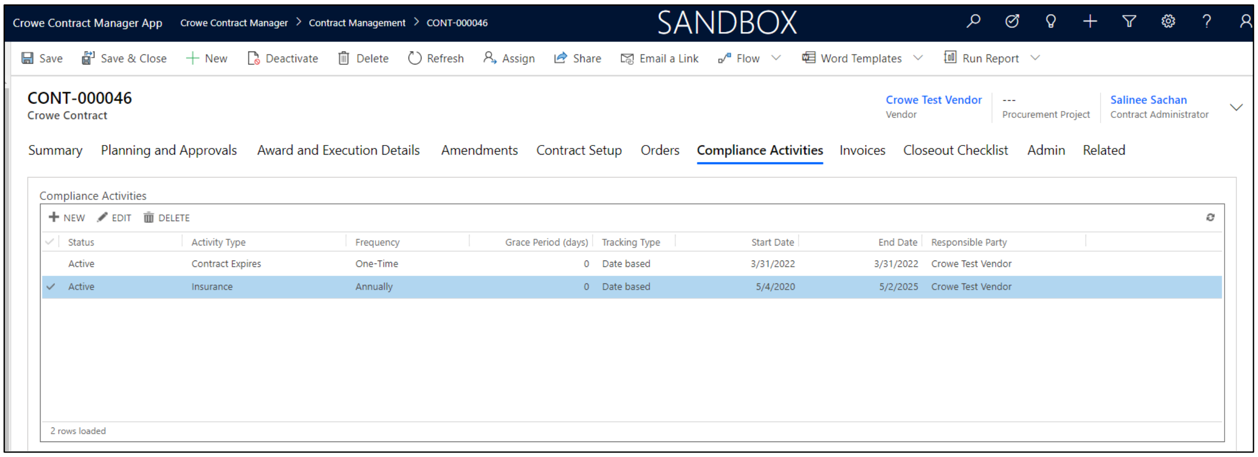


Recurring Compliance Activity (Individual instance of a request)

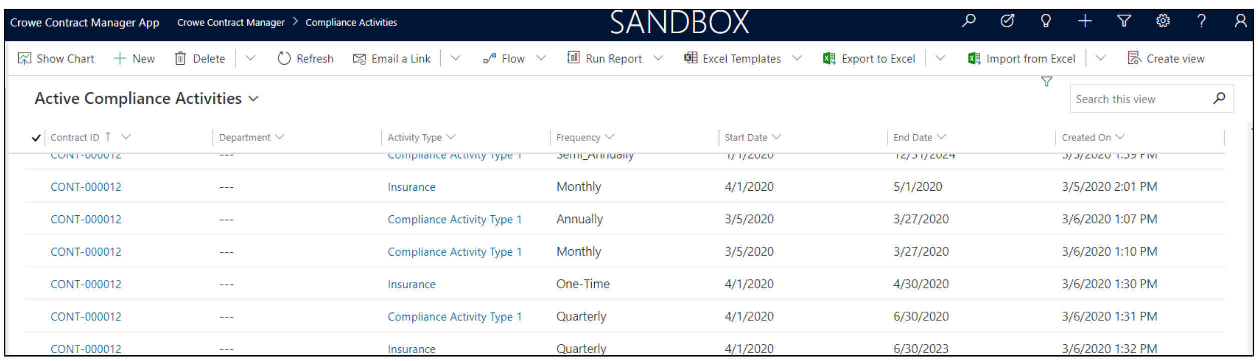




Contract View of Compliance Activities



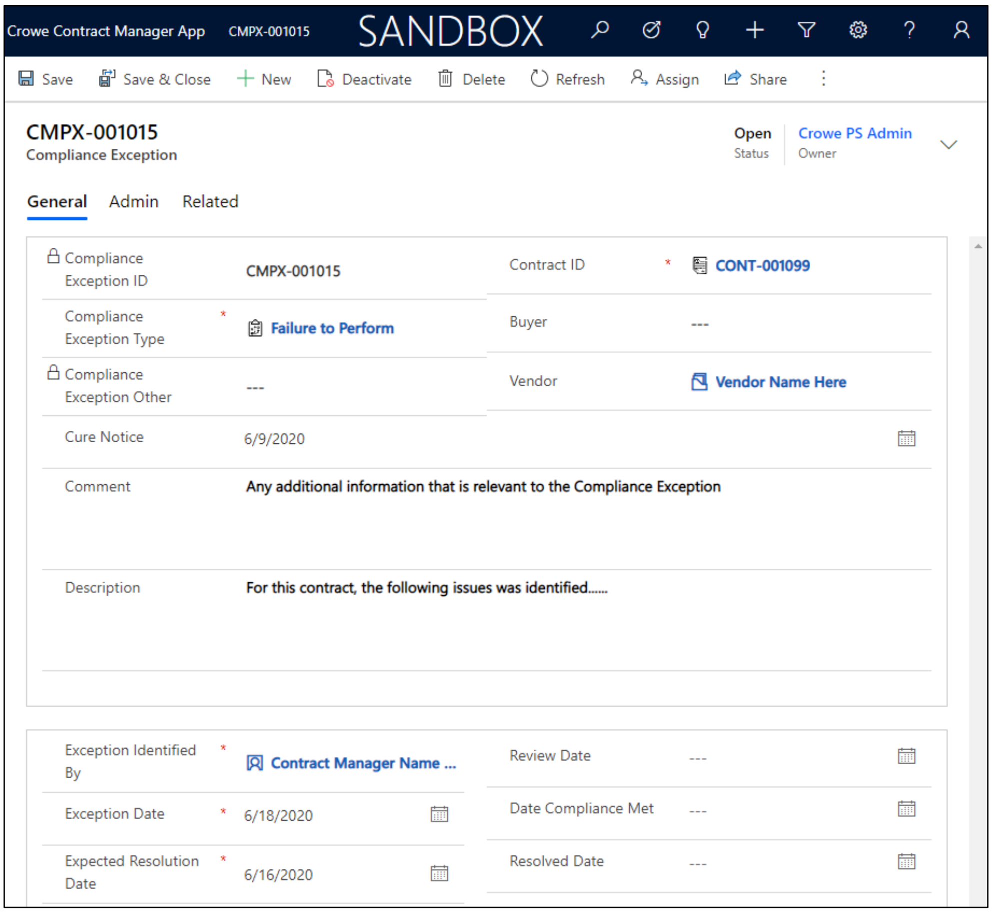
System-Wide View of Compliance Activities



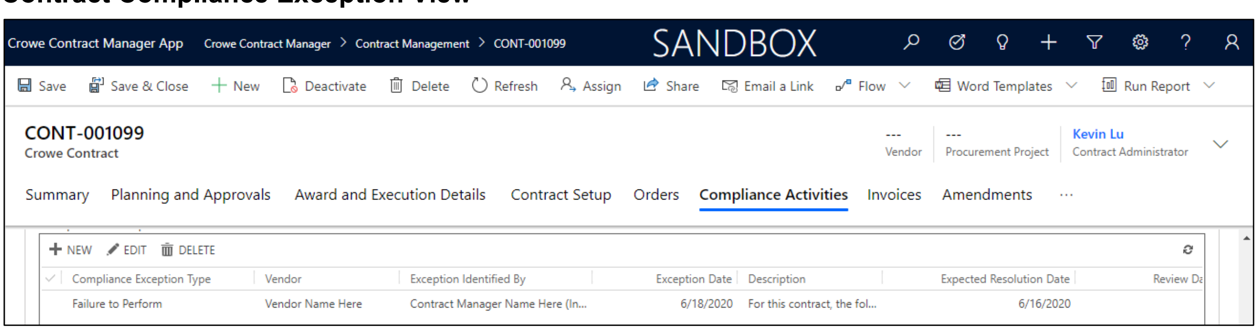
b. Compliance Exceptions

The system also allows users to track compliance faults or breaches of a contract. A user may create one or more compliance exceptions for a contract/vendor to capture a specific incidence of non-compliance with contract terms. This allows users to quickly see a snapshot of all compliance issues for a particular contract or vendor, which, over time, enables the organization to easily see who their problematic vendors are.

Compliance Exceptions

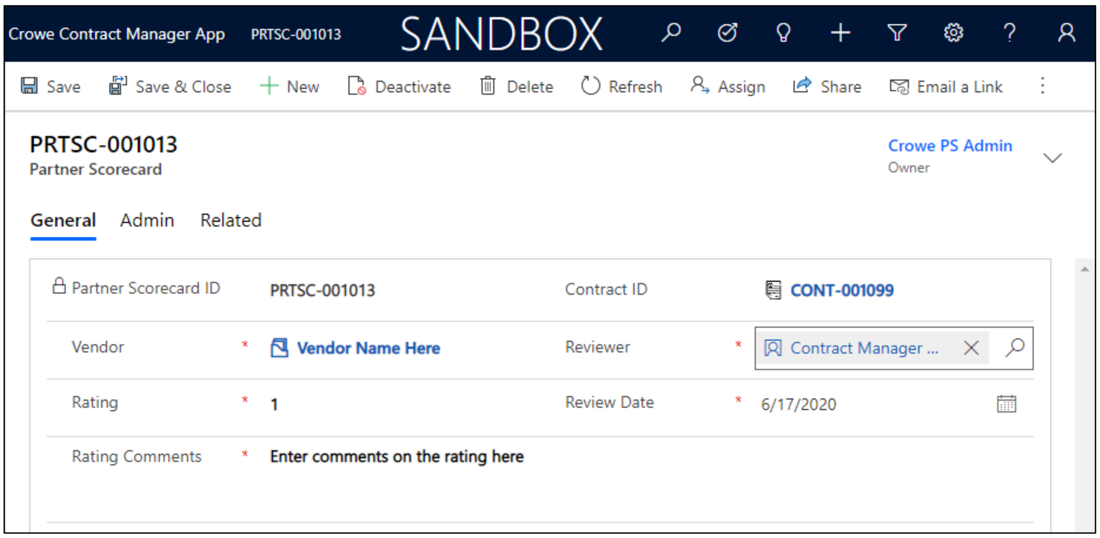


Contract Compliance Exception View

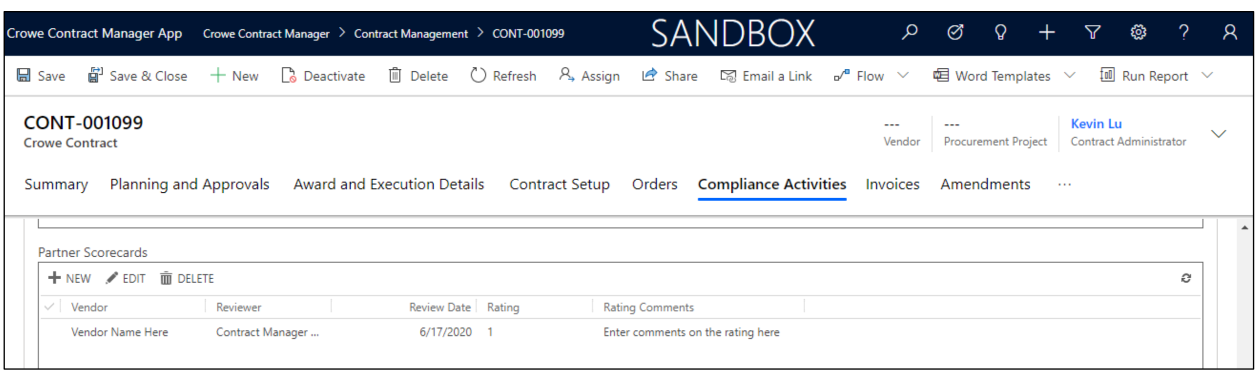


c. Partner Scorecard

A Partner Scorecard is a simple way to quickly capture a vendor's performance, good or bad, at a particular moment in time. This allows users to evaluate interactions and performance of a vendor over the course of a contract or multiple contracts. As Partner Scorecards are vendor-specific, organizations may also leverage the information captured on Scorecards to help evaluate a vendor during the selection process for future work.



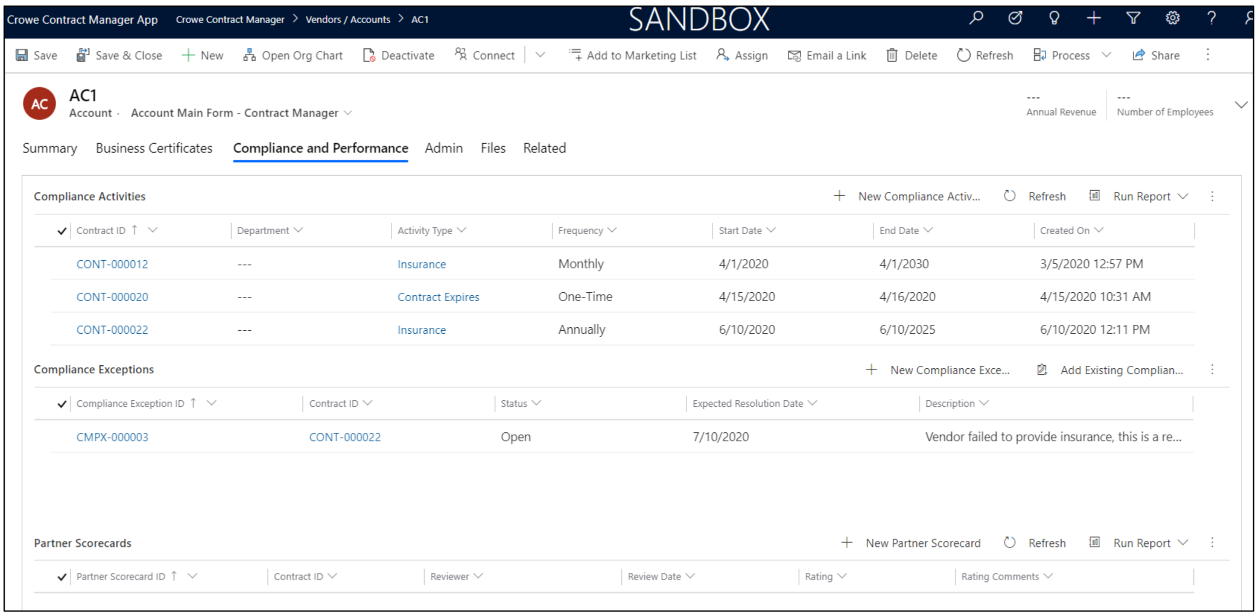
Contract Partner Scorecard View



▶ Vendor view of Compliance

Compliance information is also visible from a vendor record. So, you can review vendor Compliance all in one place.

View of a Vendor's Compliance



7. Contract life cycle management

Crowe Managers supports the entire contract lifecycle from planning through closeout, and if needed, management of the procurement project as well. The figure below highlights the key components of the contract lifecycle within Contract Manager.

8. Provide Contract and Document templates by Contract type

Please see the section on managing terms and conditions

9. Ability to support complex contract types, such as master and sub-agreements. Ability to pre-populate sub-agreements based on the master agreement. Creation of pre-approved clause and language libraries

Some additional configuration and understanding around this requirement would be needed.

10. Ability to notify appropriate users of changes made to pre-approved clauses and templates

Contract Manager has a built-in notification system that enables this functionality.

11. Contract Auto Numbering

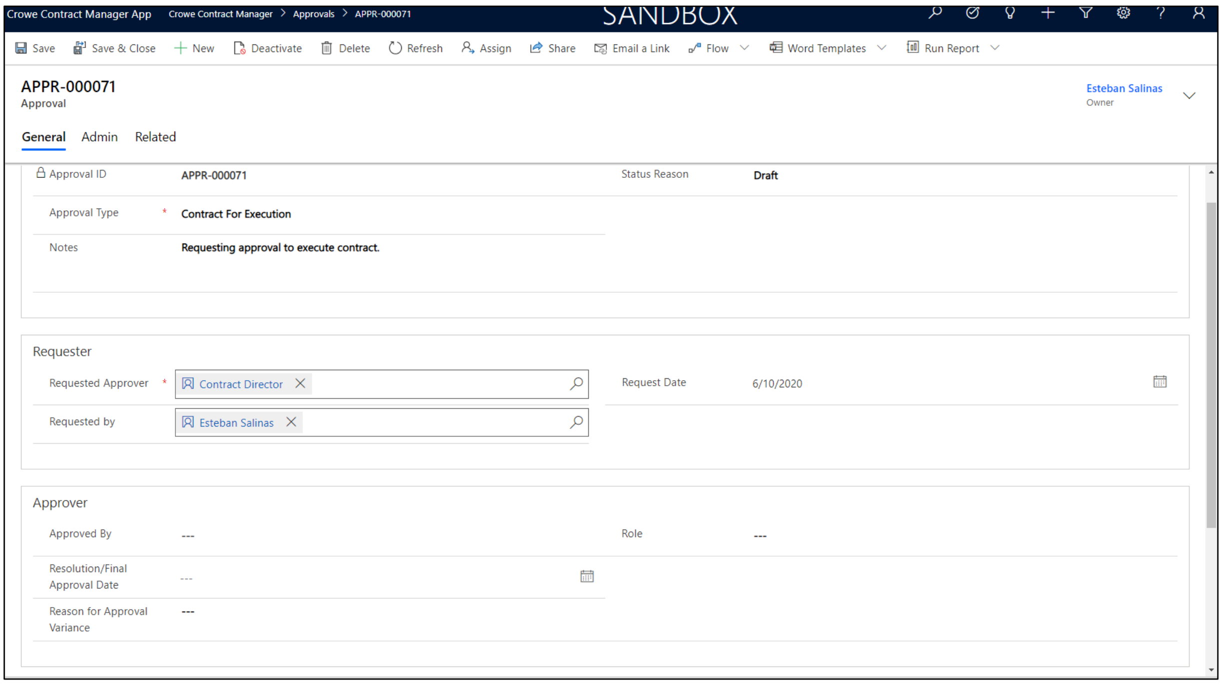
Contract Manager supports a variety of different formats for autonumbering contracts. These include the ability to have date prefixed auto numbers such as 2020-CONT0005, non date prefixed auto numbers, or a variety other possibilities for contract numbers. The Crowe implementation team will work with you to identify the auto number format you wish to follow and provide options on what the system can perform.

ELECTRONIC SIGNATURE

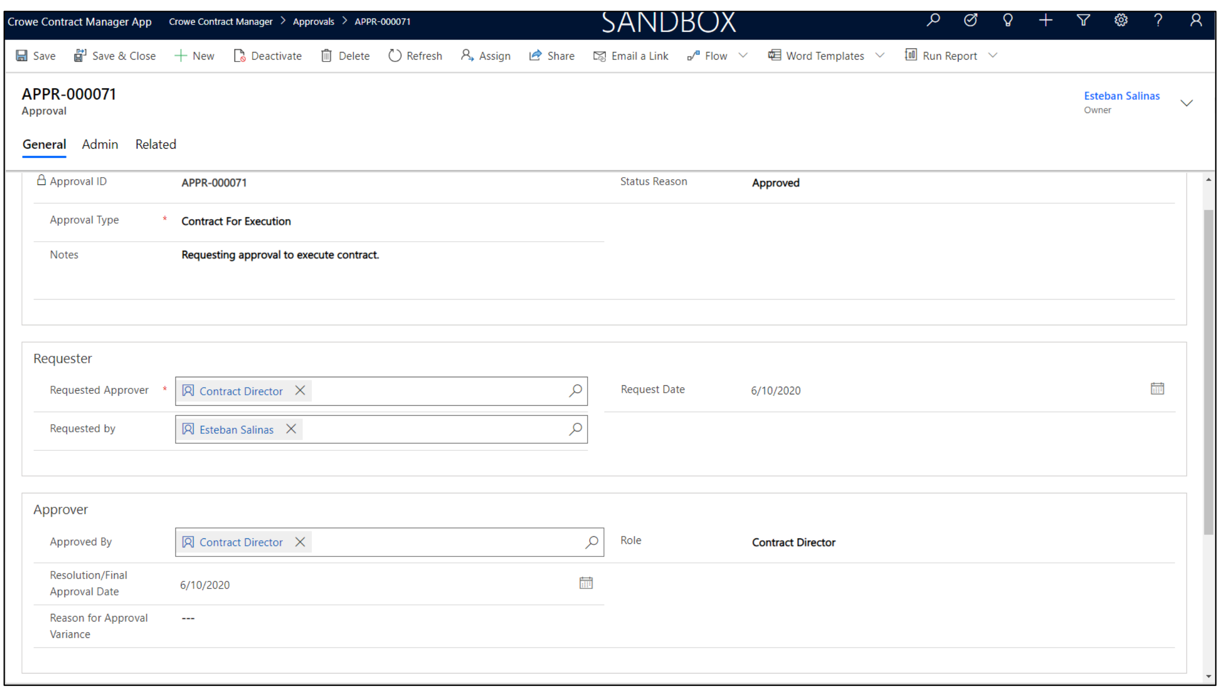
<u>Built-in electronic signature capability and automated approval routing process</u>

Contract Manager has the ability to fully manage approvals and routing of the approvals within the system.

Approval Request

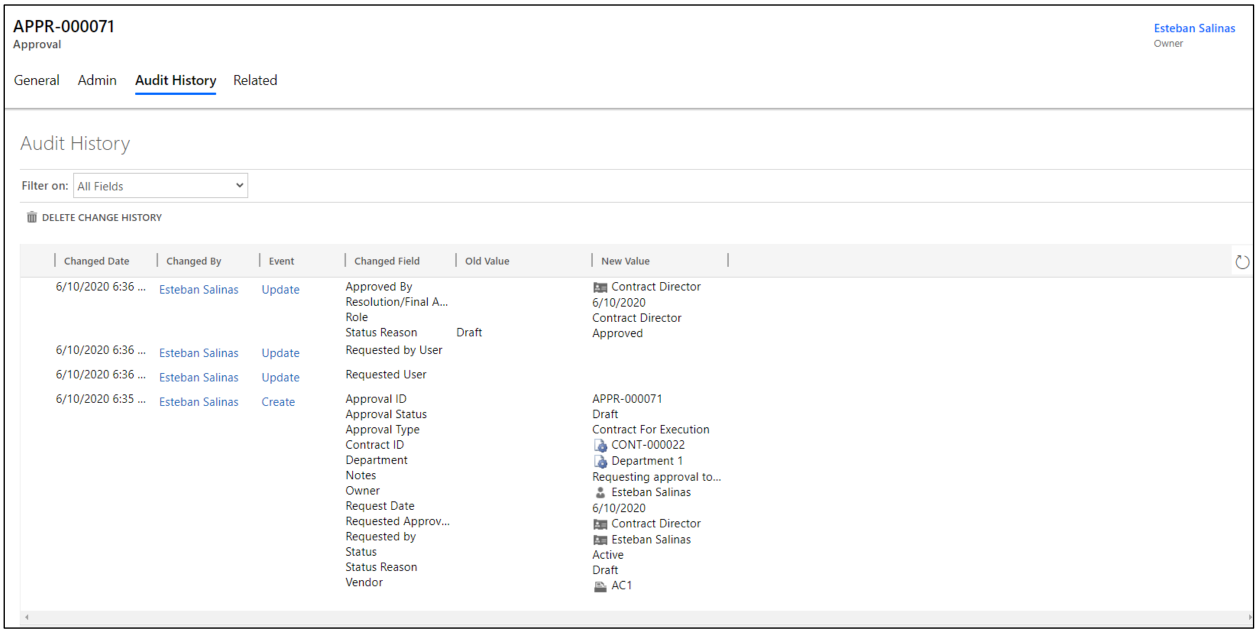


Approved Record



A comprehensive audit history on the approval record provides a clear history of who made what changes to the system and when.

Approval Audit History



<u>Built-in electronic Notary capability</u>

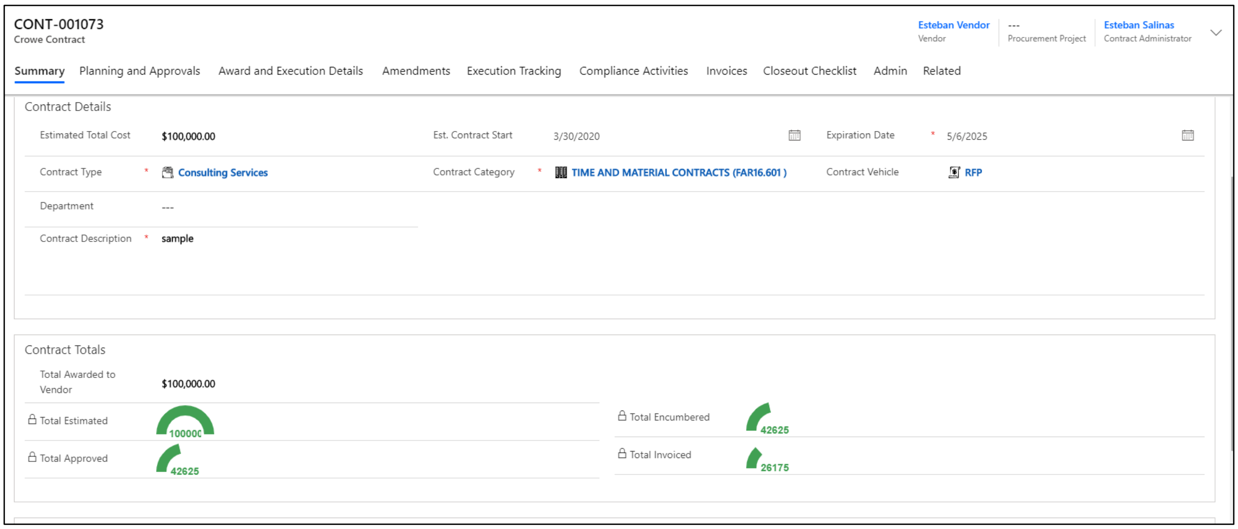
Electronic Notary capably are supported through a third-party integration. The configuration of this integration is included in your implementation cost.

FINANCIAL

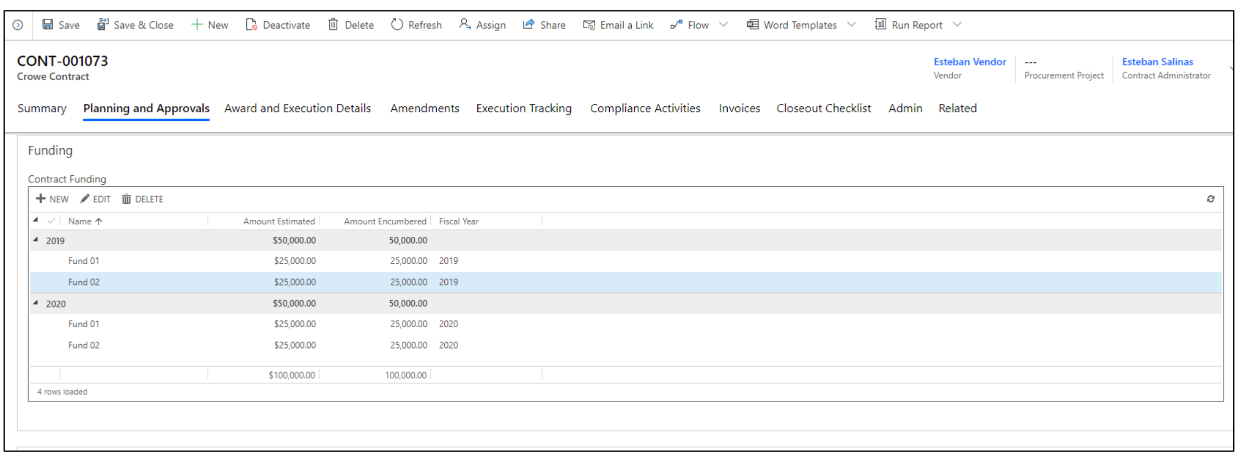
Supports financial processes

Financial support is a critical part of the overall contract management lifecycle. Contract manager supports tracking of all relevant financial data related to a contract and also fully supports the ability to track invoices from within the system as well. If you have an ERP, our system can integrate with it and pull out invoices and even request that payments be made based upon approvals.

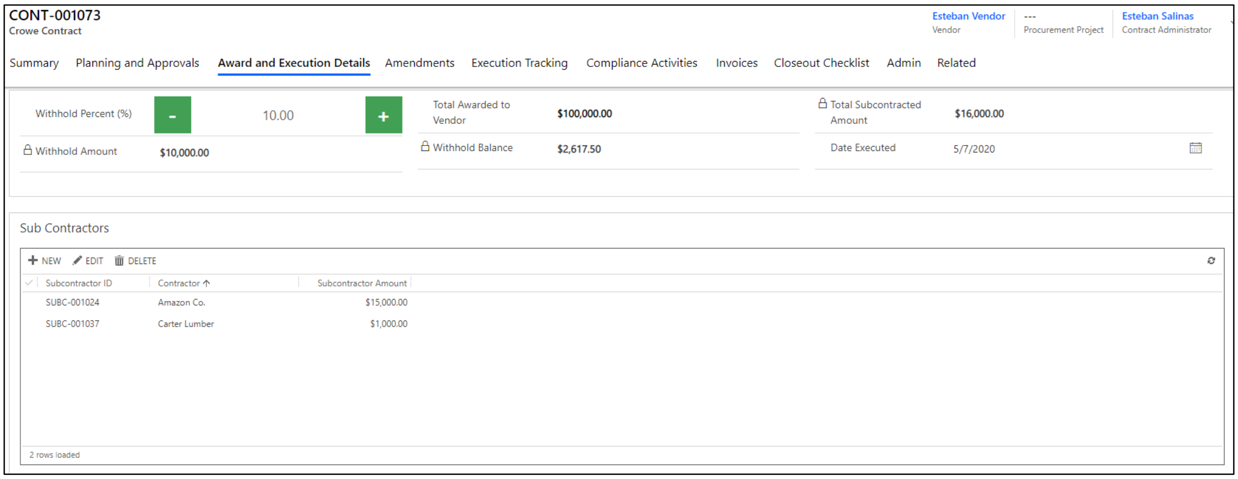
Financial Tracking on Contract Summary



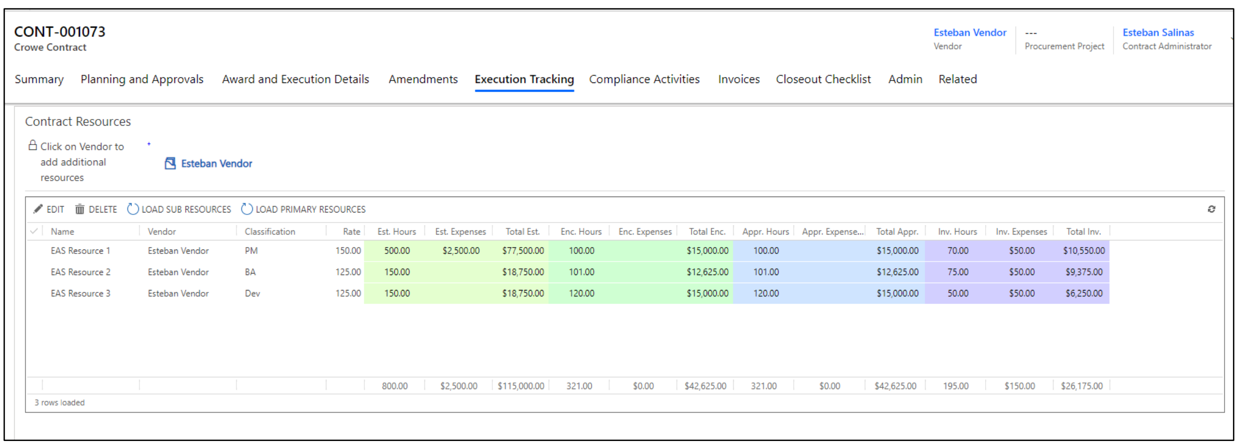
Funding Tracking



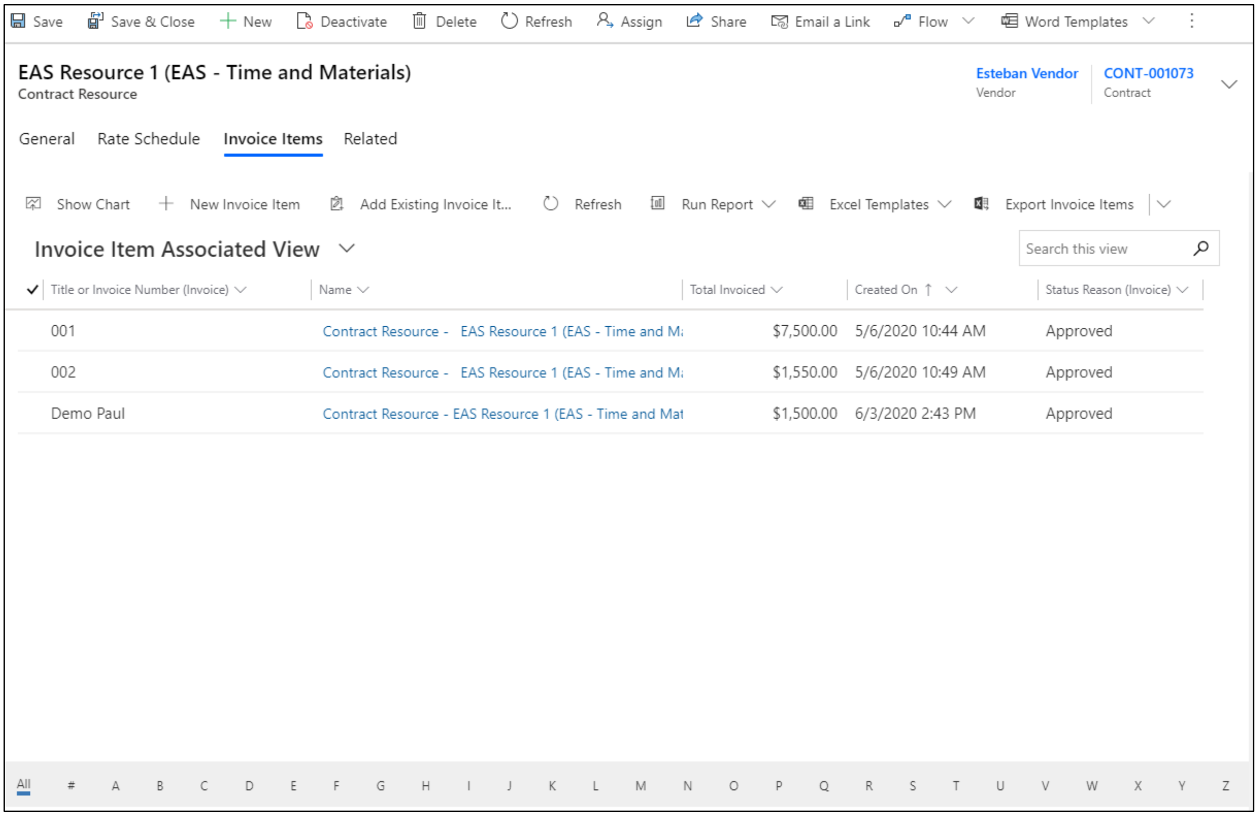
Withhold and Subcontract Tracking



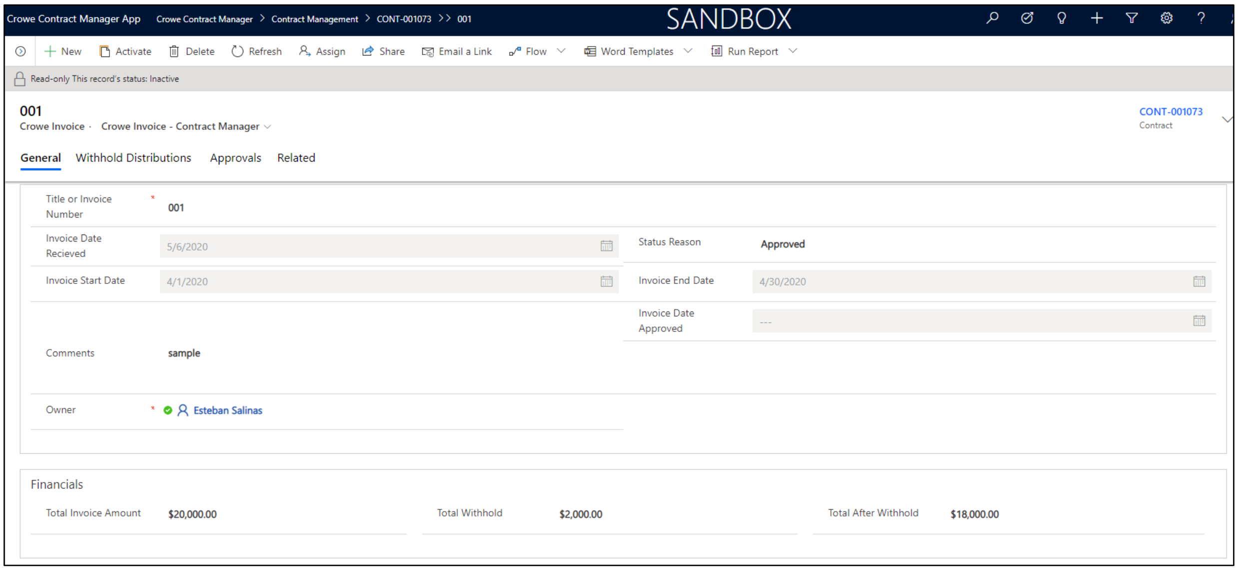
Tracking During Execution Phase



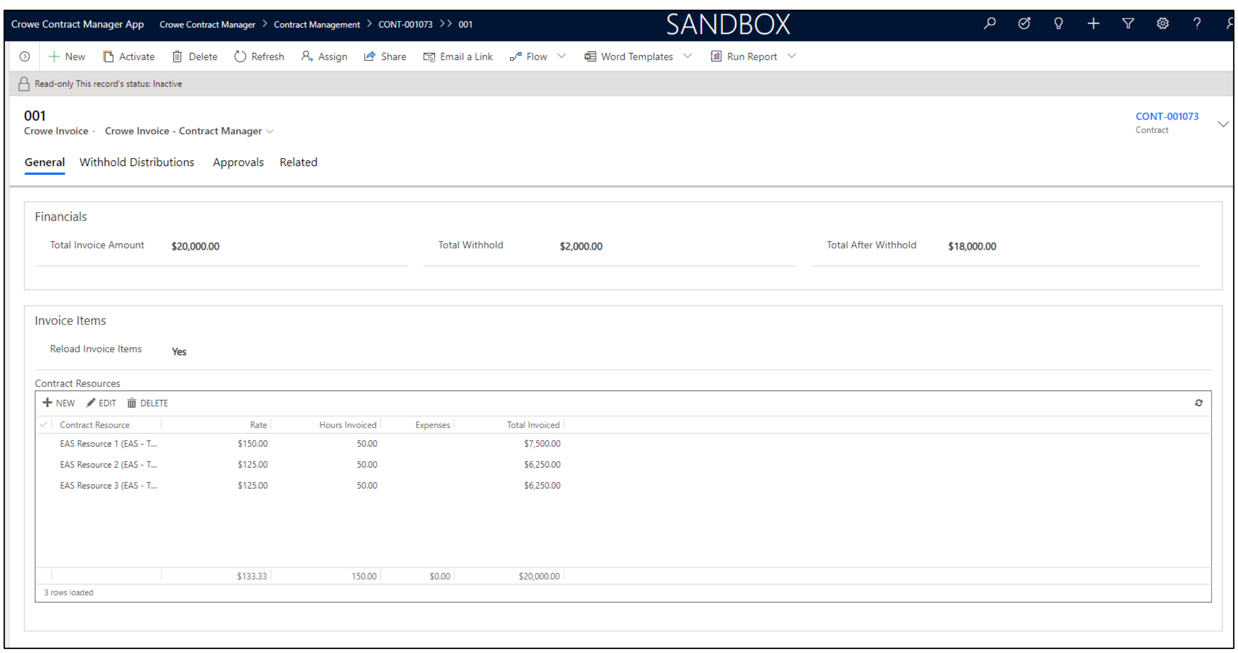
Easily Track Invoice Items Associated to Cost Areas (Available for Goods, Deliverables, and Orders as well)



Invoices Automatically Track Withhold amounts and Balances



Invoice Items are Automatically Loaded for Simplified Invoice Data Entry



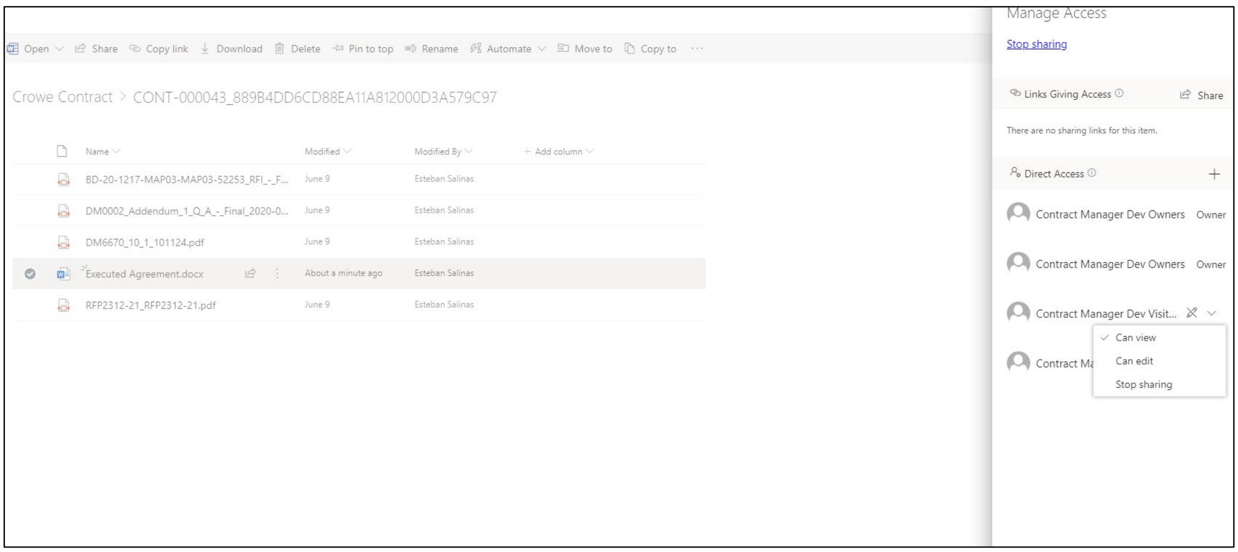
*Invoice functionality also supports goods, deliverables, or orders.

LEGAL

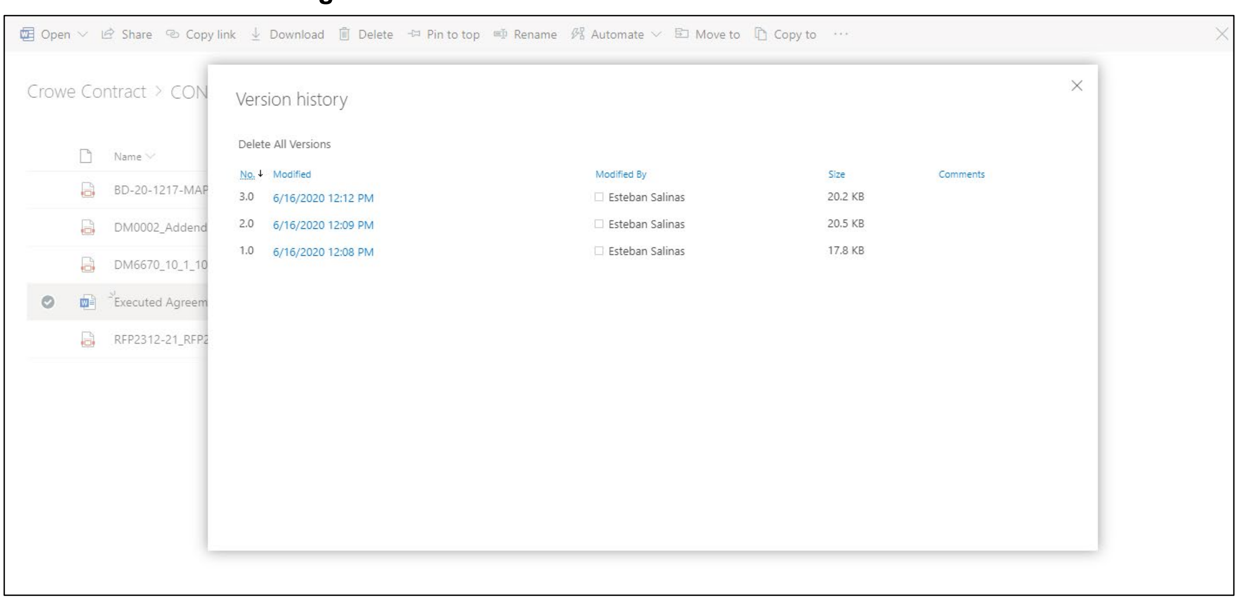
<u>Ability to redline, audit trail and version track</u>

Crowe Contract Manager uses Microsoft SharePoint as its document repository. This provides customizable document security levels that are set by the users as well as version control and all of the benefits of being able to MS Word to track changes to a document.

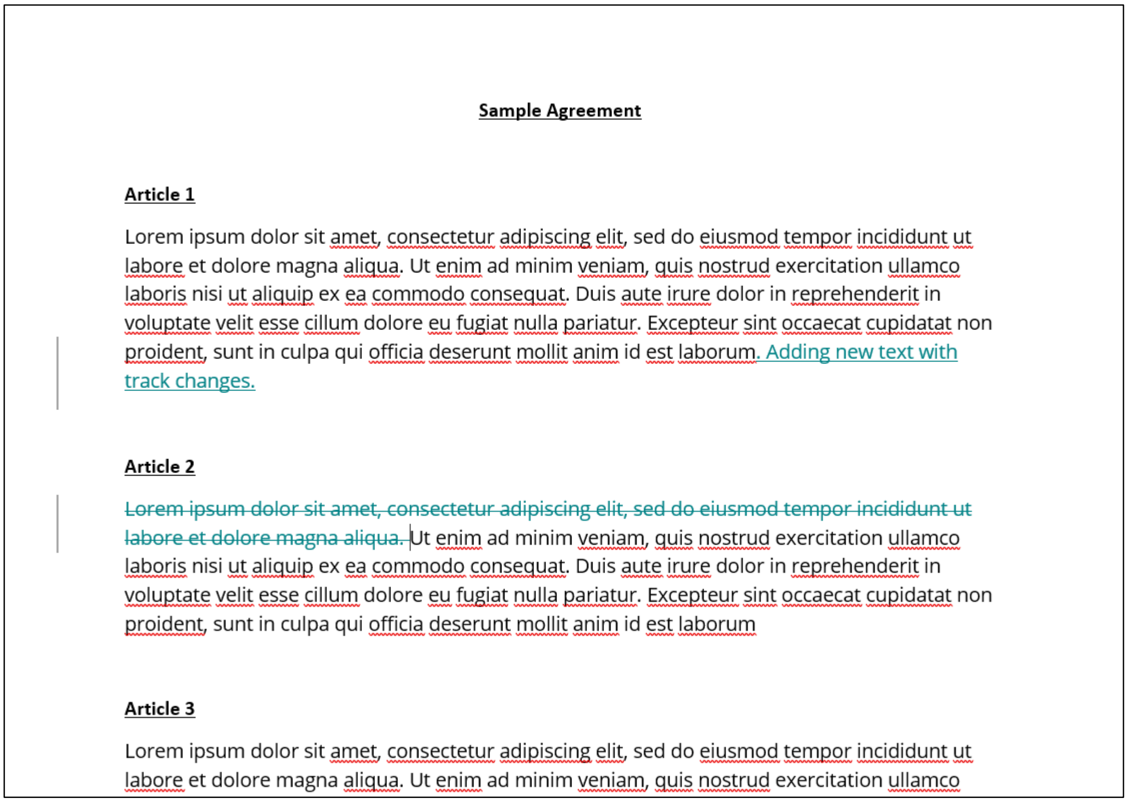
Customizable Security for Documents



Version Controls Tracking



Document Redline Tracking


Sample Agreement

Article 1

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum. Adding new text with track changes.

Article 2

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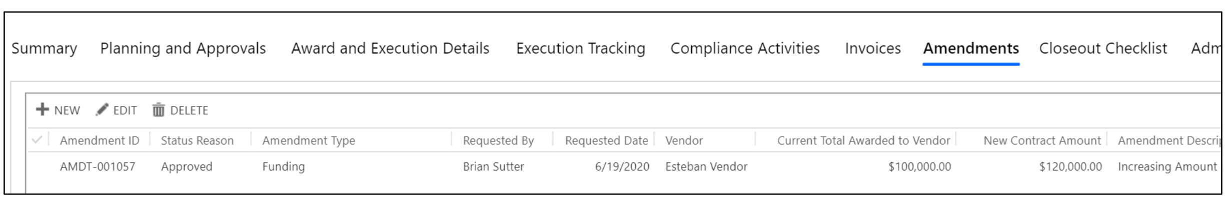
Article 3

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco

Allow amending and renewing of contract terms and language and ability to notify the parties involved

The Crowe Contract Manger also allows the user to select a contract resource and access all associated invoices under the related tab. Workflows are configured to send out notifications when the amendments are made.

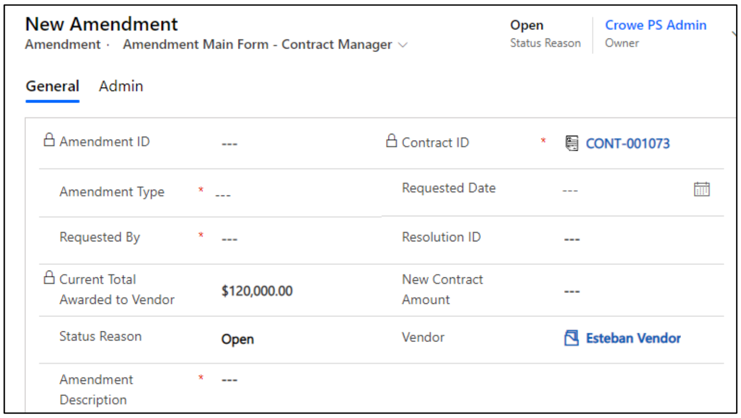
Contract Amendments

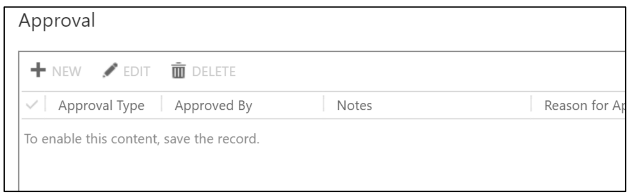


Amendment ID	Status Reason	Amendment Type	Requested By	Requested Date	Vendor	Current Total Awarded to Vendor	New Contract Amount	Amendment Descri
AMDT-001057	Approved	Funding	Brian Sutter	6/19/2020	Esteban Vendor	$100,000.00	$120,000.00	Increasing Amount

The Crowe Contract Manager's contract amendment system is an essential feature to track what changes have been made to the contract and why. Any changes to a contract within the manager are made through the amendment functionality.

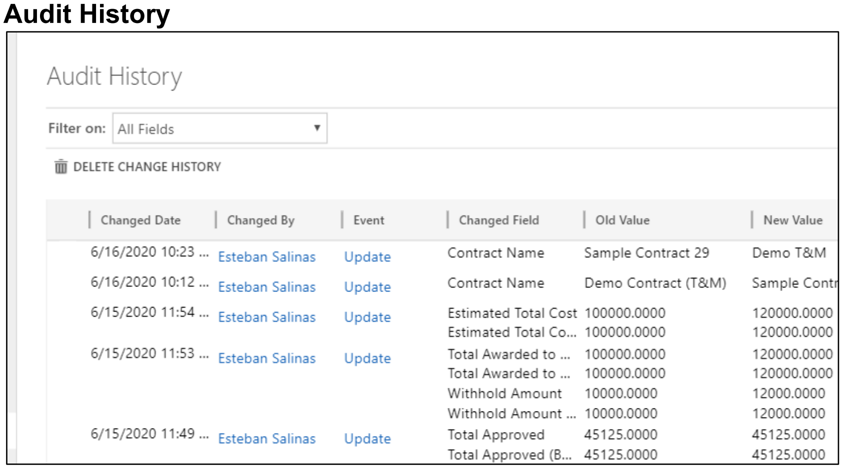
New Amendment





The user creates a new amendment and the system tracks the changes. Contact Amendments can include changes to the scope, the funding or various other contract details. The user is able to submit information regarding the type of change, when it will happen, who is requesting it and why. Once the amendment has completed the supported approval process the user is able to update the amendment status and submit any approved changes to the contract summary.

Audit History



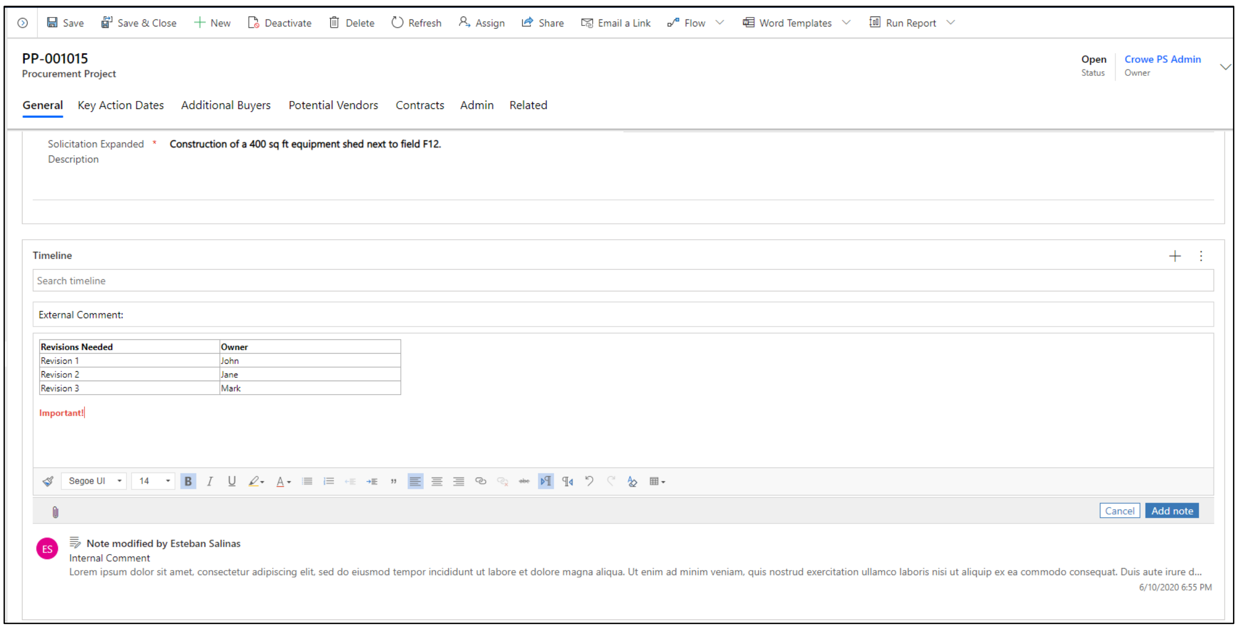
The manager also provides an audit functionality that displays a history of any changes made to that particular contract. The audit history can be accessed by clicking the related tab within the contract information section.

PROCUREMENT

<u>Ability to enter and auto date internal and external comments</u>

Procurement Projects have extensive commenting functionality that will allow you to track internal and external comments. The system automatically logs who entered the comment, and the time it was entered. We also perform auditing logging on comments, so that if someone modifies a comment, it is clear who did it and when.

Comment Functionality in Procurement

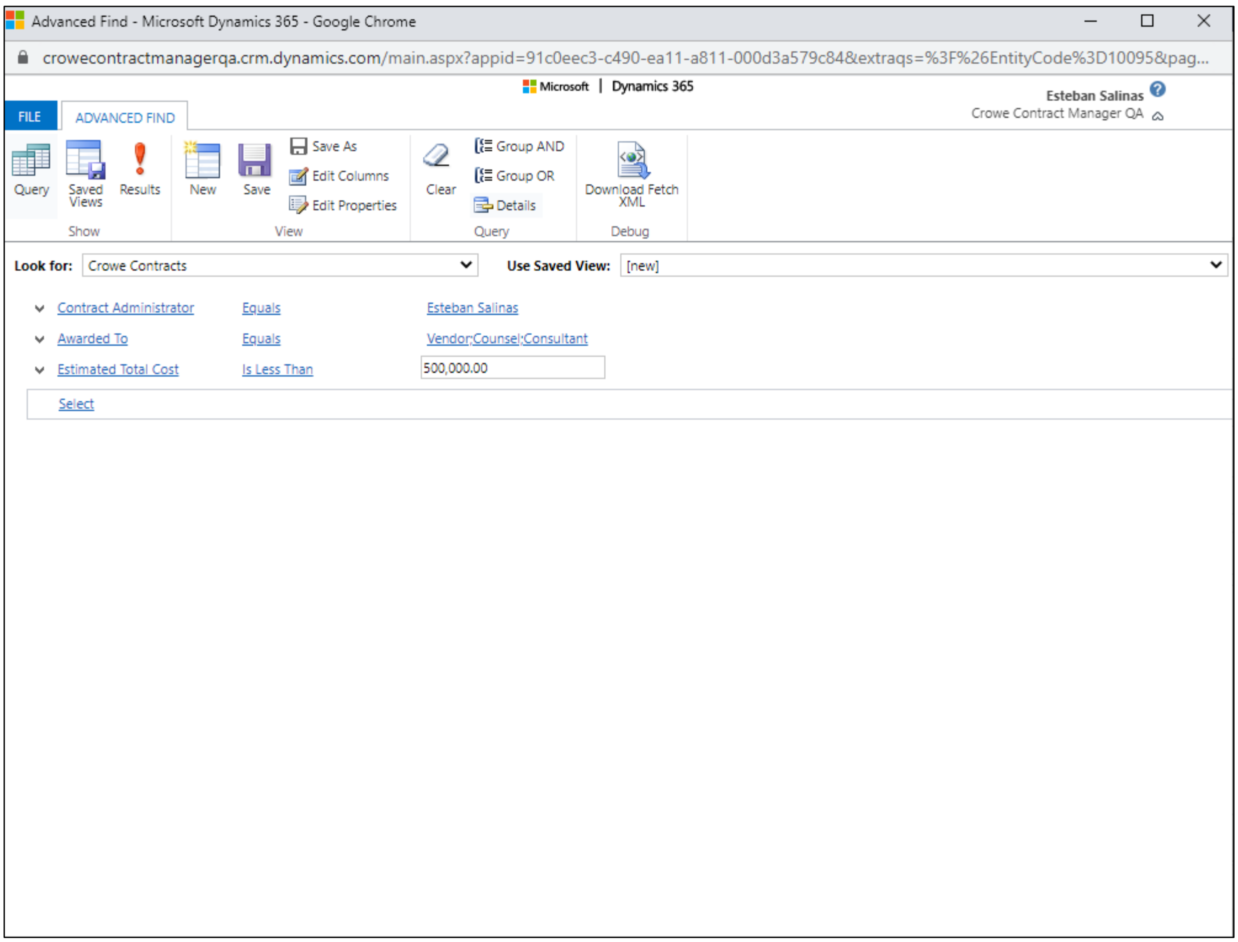


REPORTING

Configure and save Ad Hoc Reports

Contract Managers expansive Ad-Hoc reporting capabilities allows users to search for and identify records that match their criteria, select what columns they want to see in the returned data, and optionally export that data to excel. Queries can easily be saved and even shared with other individuals in the system.

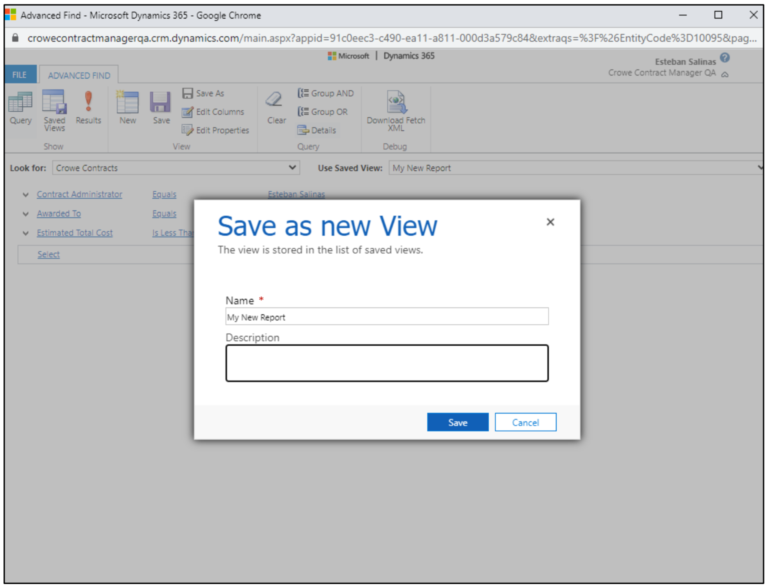
Ad- Hoc Query Example



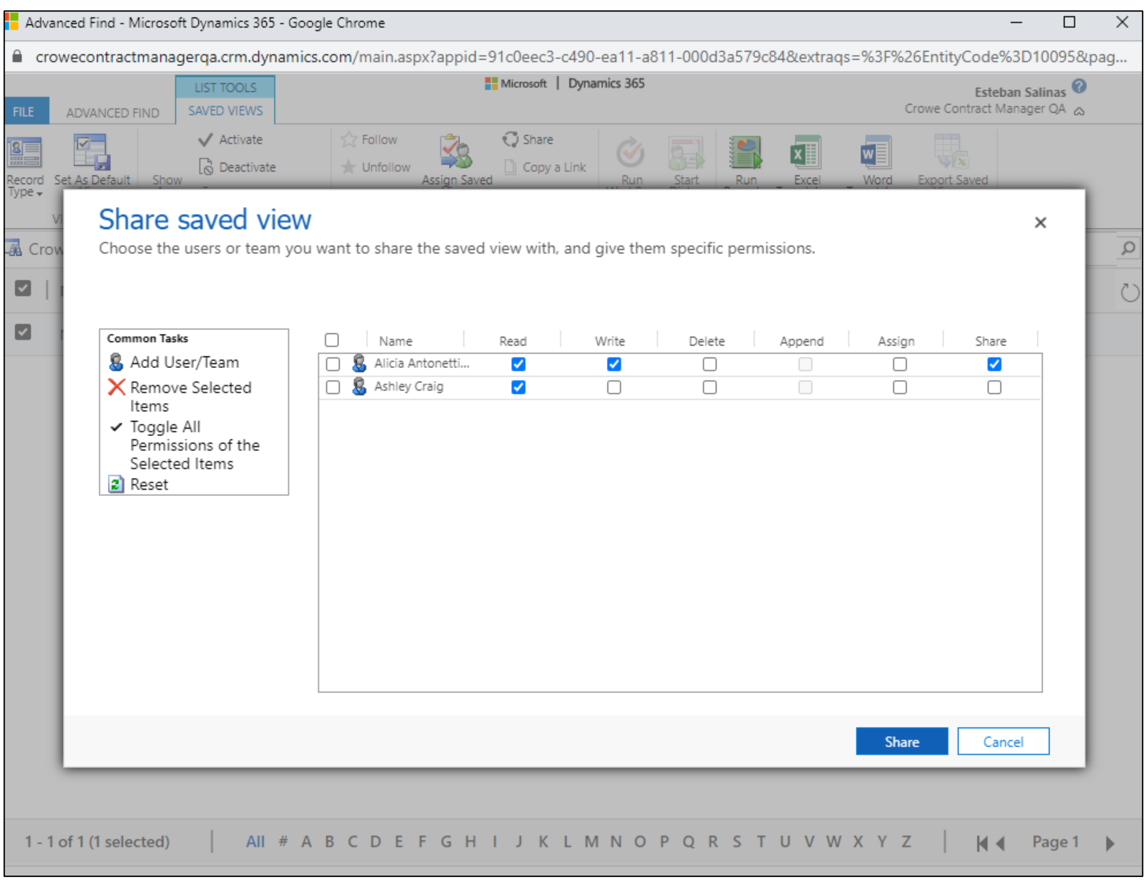
<u>Configure and save built-in reports</u>

Reports are easily saved in the system and available for access later.

Saving an Ad-Hoc Report



Easily Grant Other Access to Your Report



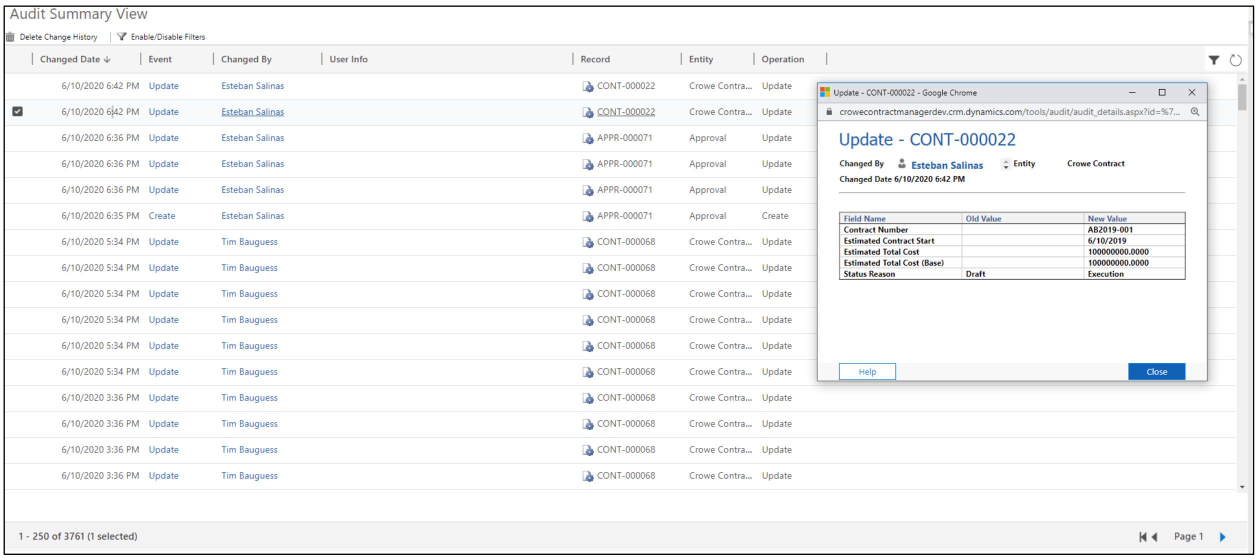
Run Reports on Demand or Scheduled

Reports can be run at any moment or scheduled to run at a particular time with some additional configuration.

Configure and save Security Audit reports

The system automatically stores up to 2GB of audit information; additional audit storage is available for a monthly fee.

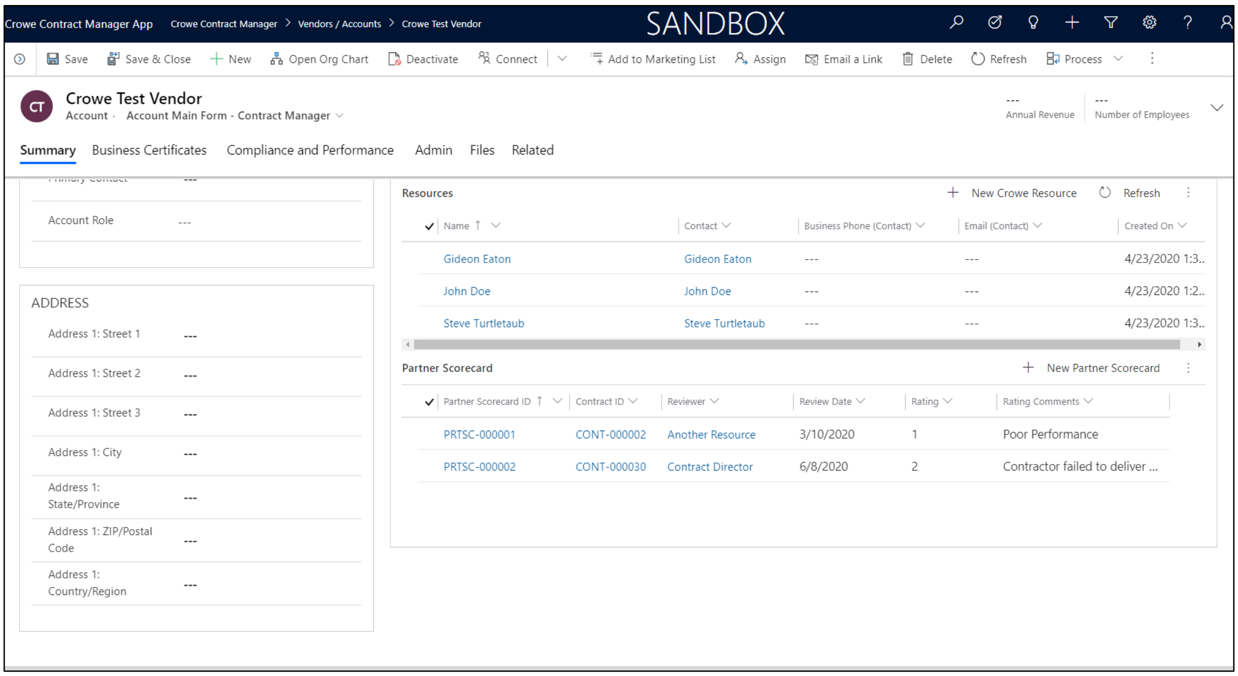
System Audit Log with Sample Details



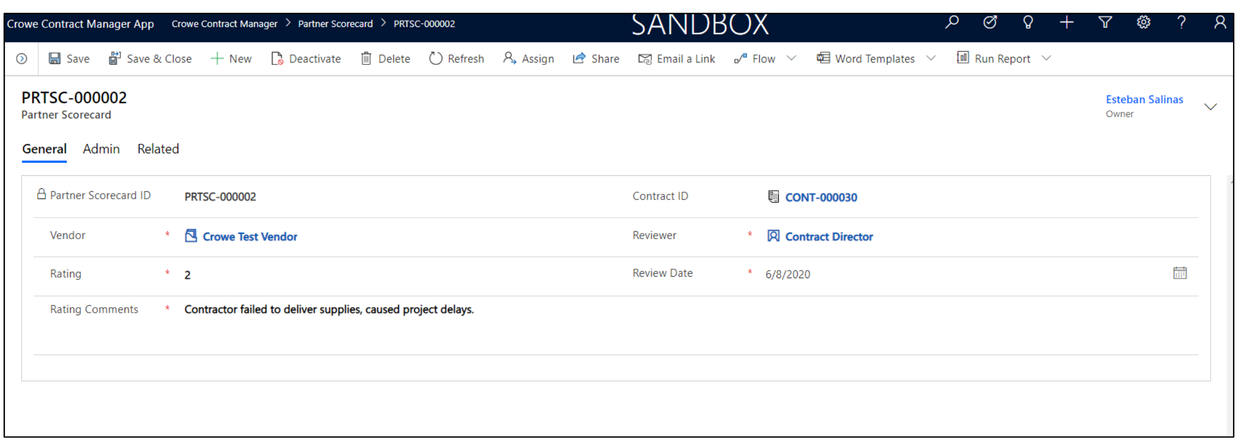
Supplier Performance Reporting

Contract Manager maintains a Partner Scorecard for each vendor, allowing you to keep a history of performance metrics for a particular Partner.

Partner Scorecard for a Vendor



Partner Scorecard Detail View



RENEWALS/NOTIFICATIONS

Enabled email alerts

E-mail Alerts are a configurable part of the system and are generally set up during the implementation process. E-mails and notifications use the Crowe Contract Manager workflow engine.

Escalations and workflow triggers based on specific milestones, thresholds, payment schedules, expiration dates, renewals

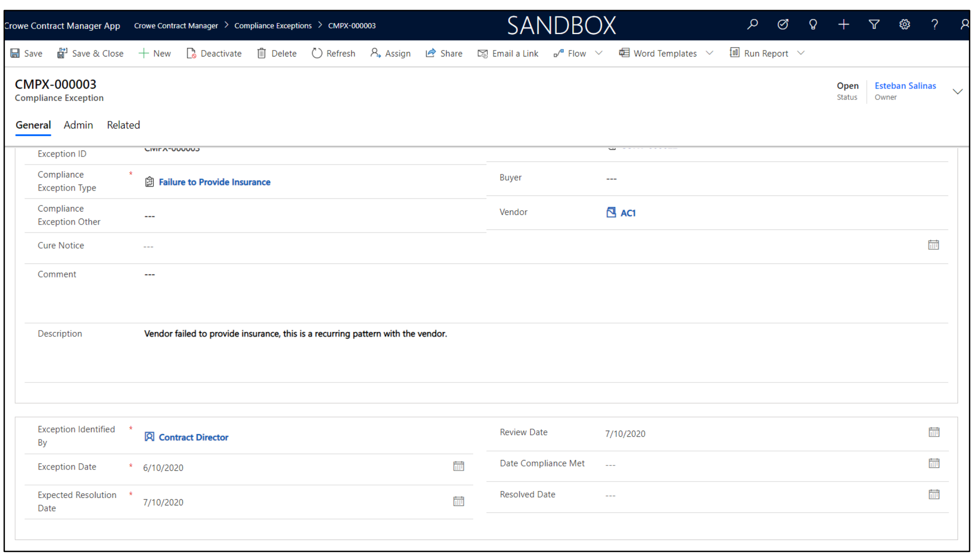
All triggered activities are configured as part of the system implementation; the system supports a variety of triggers conditions.

RISK

Capture details of contractual risk

Contractual Risk is captured as Compliance exceptions in the system.

Sample Compliance Exception



Capture details of supplier risk

Similar to above, the system also uses Partner scorecards to capture supplier risk

STORAGE

Data for the City will be stored in the US.

The solution is hosted on the Microsoft Government or Commercial Cloud with all data being stored in the U.S.

Management of contract storage and retrieval such as scanned images, emails, faxes, etc.

Store and search by contract terms, contract name or type, supplier name, contract terms, keywords.

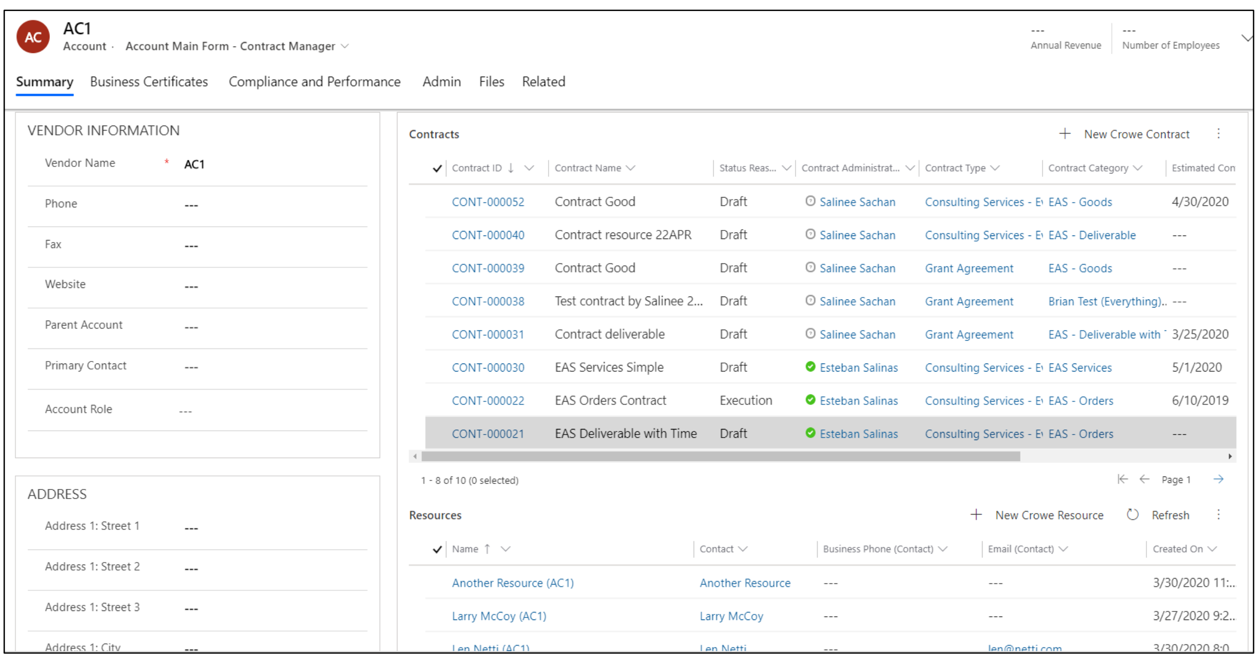
The solution manages files using SharePoint with the ability to search through specific file context when available. Files can also easily be found by searching through for the relevant contract, supplier, keyword, term, or a variety of other data fields.

SUPPLIERS

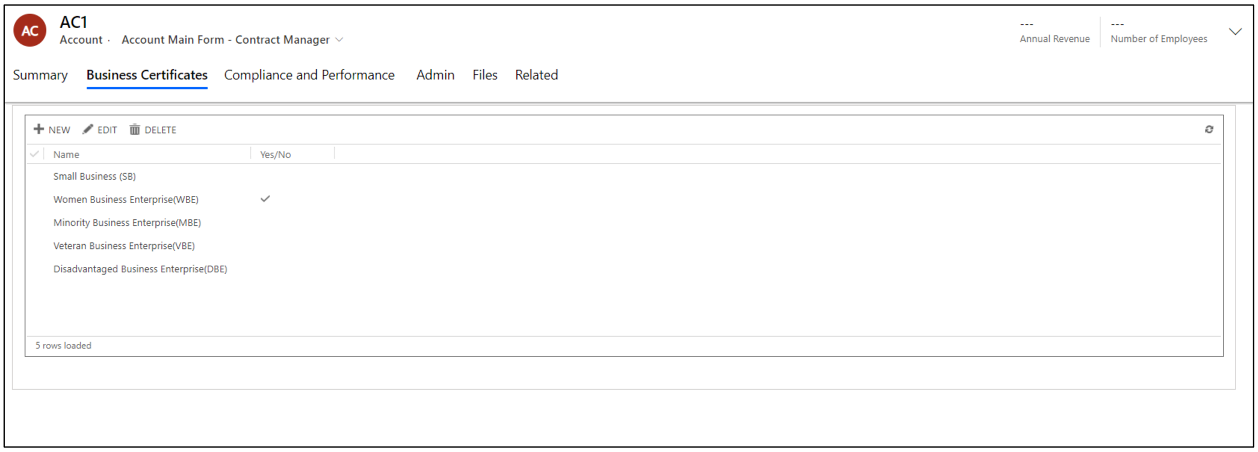
Supplier metrics development and management

All data that is related to a particular supplier is linked to that supplier and available through their supplier record. This provides a 360 view of all of your suppliers from one place.

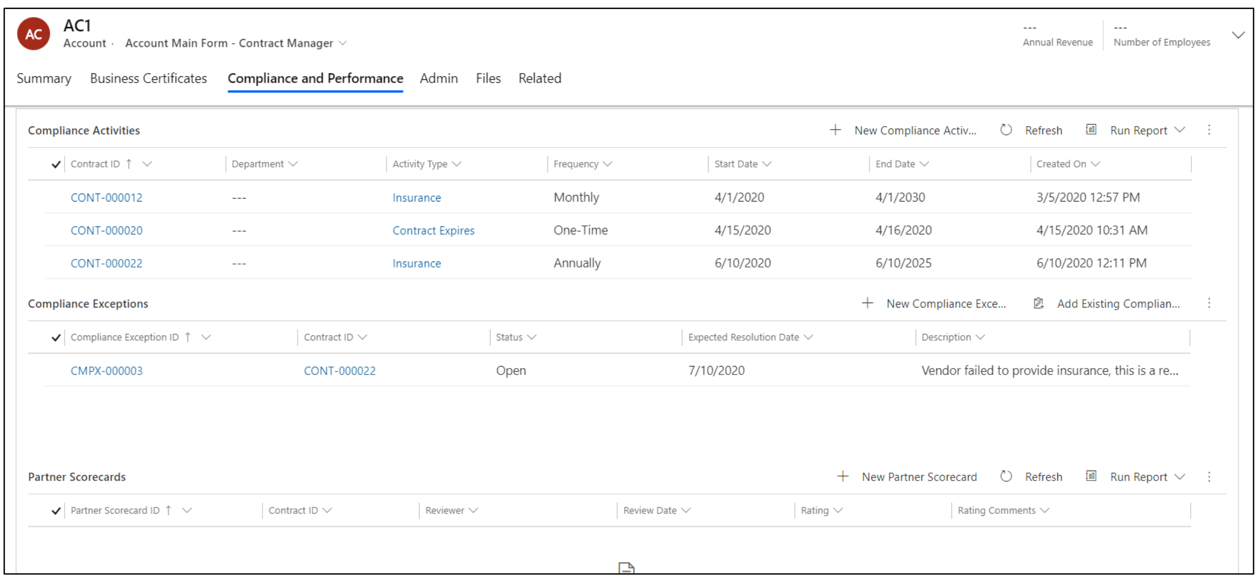
Supplier Summary



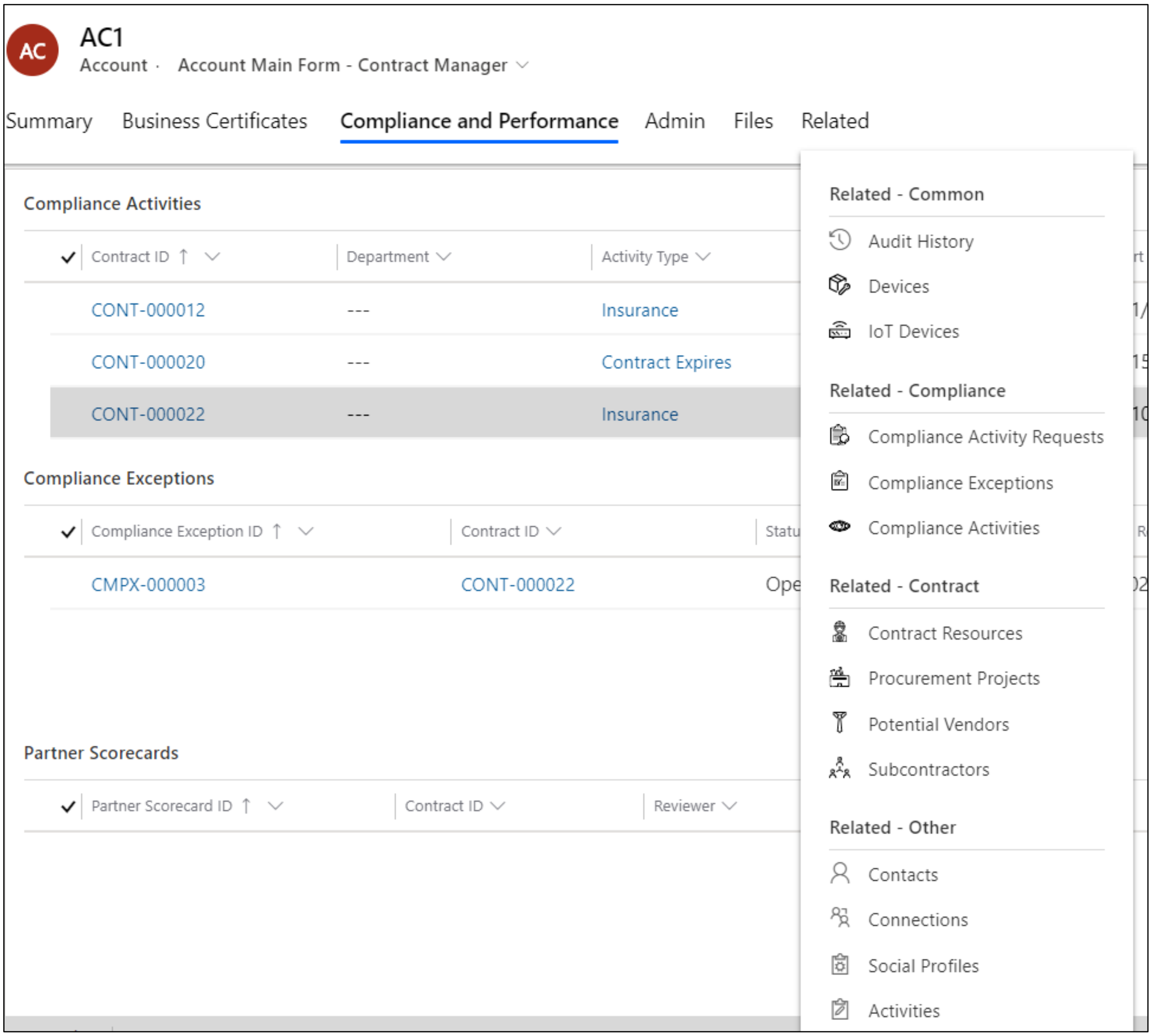
Supplier Certifications



Supplier Compliance and Performance



Supplier Related Information



<u>Supplier Scorecards</u>

Please refer to Supplier Performance Reporting.

<u>Supports automatic monitoring of supplier compliance with contractual terms and conditions</u>

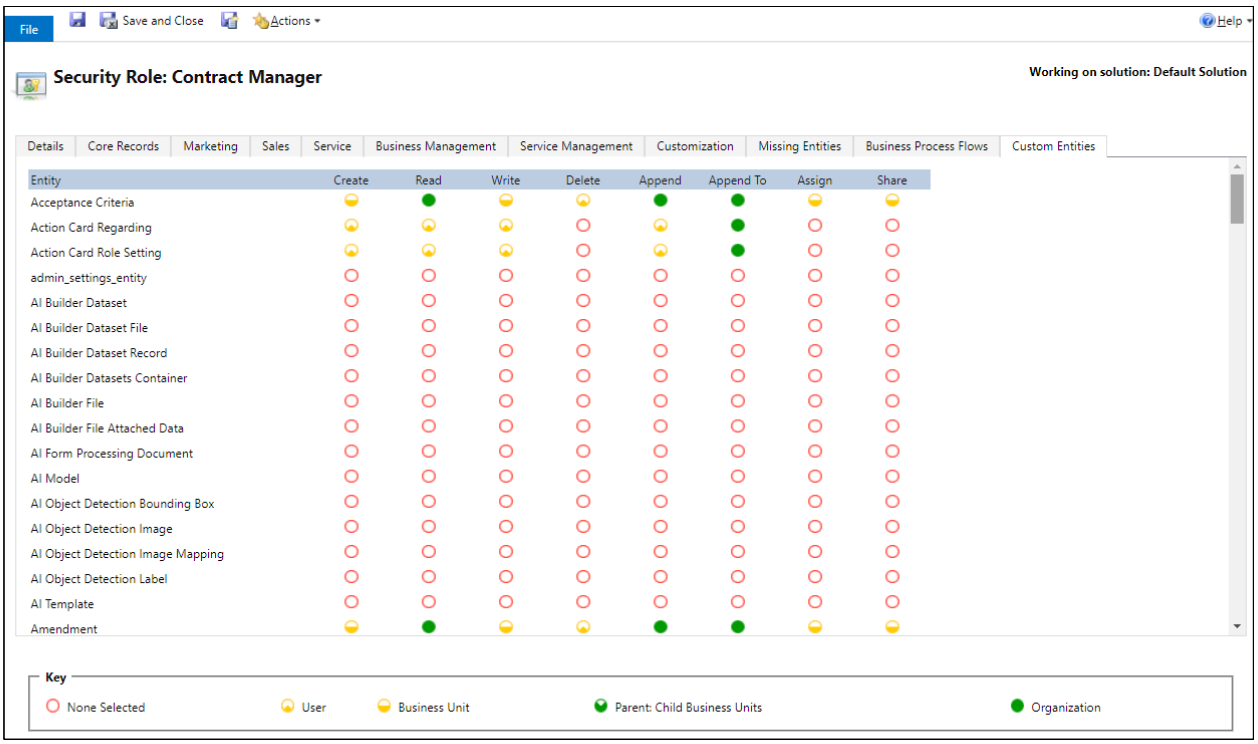
Please see Manage compliance (FAR and other contract clauses).

USERS

Assign Security Roles for Users for Running Reports

Contract Manager implements role-based security that grants specific access to records based on the requested security requirements. During our implementation, we will work with you to identify the appropriate security roles for your implementation.

Sample Contract Manager Security Role



Additional System Details

Additional details regarding the system are available in Appendix A

4. Additional Forms

In this section, we present the following documents as requested in RFP #FADM-200038-DS.

A. *Drug-Free Workplace Form*
B. *Bidder Verification Form*
C. *References Form*
D. *Certification of Compliance with Living Wage, if applicable to bidder*
E. *Bidder's W-9*
F. *Copy of any applicable, current licenses and/or certification required by City/County/State*
G. *Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)*
H. *Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties*
I. *Resumes of Project Manager and His/Her Team Members*
J. *Questionnaire – Part I*
K. *Questionnaire – Part II*
L. *Addendum No. 2*

A. Drug-Free Workplace Form

DRUG-FREE WORKPLACE FORM

The undersigned bidder in accordance with Florida Statute 287.087 hereby certifies that

Crowe LLP does:
(Name of Bidder)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for the drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this bidder complies fully with the above requirements.

Bidder's Signature

July 7, 2020
Date

In the event of a tie bid, bidders with a Drug Free Workplace Program will be given preference. To be considered for the preference, this document must be completed and uploaded to DemandStar.com with your Submittal.

E-Bidding Document - RFP - Page 26 of 34

B. Bidder Verification Form

BIDDER VERIFICATION FORM

LOCAL PREFERENCE (Check one)
Local Preference requested: ☐ YES ☒ NO

A copy of the following documents must be included in your submission if you are requesting Local Preference:

- Business Tax Receipt
- Zoning Compliance Permit

QUALIFIED SMALL BUSINESS AND/OR SERVICE DISABLED VETERAN BUSINESS STATUS (Check one)
Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Small Business? ☐ YES ☒ NO

Is your business qualified, in accordance with the City of Gainesville's Small Business Procurement Program, as a local Service-Disabled Veteran Business? ☐ YES ☒ NO

LIVING WAGE COMPLIANCE
See Living Wage Decision Tree:
(Check one)

☒ Living Wage Ordinance does not apply (check all that apply)
- ☒ Not a covered service
- ☐ Contract does not exceed $100,000
- ☐ Not a for-profit individual, business entity, corporation, partnership, limited liability company, joint venture, or similar business, who or which employees 50 or more persons, but not including employees of any subsidiaries, affiliates or parent businesses.
- ☐ Located within the City of Gainesville enterprise zone.

☐ Living Wage Ordinance applies and the completed Certification of Compliance with Living Wage is included with this bid.

NOTE: If Contractor has stated Living Wage Ordinance does not apply and it is later determined Living Wage Ordinance does apply, Contractor will be required to comply with the provision of the City of Gainesville's living wage requirements, as applicable, without any adjustment to the bid price.

REGISTERED TO DO BUSINESS IN THE STATE OF FLORIDA
Is Bidder registered with Florida Department of State's, Division of Corporations, to do business in the State of Florida?
☒ YES ☐ NO (refer to Part 1, 1.6, last paragraph)

If the answer is "YES", provide a copy of SunBiz registration or SunBiz Document Number (#GP0800003826)
If the answer is "NO", please state reason why: ______________________________

DIVERSITY AND INCLUSION (Applies to solicitations above $50,000)
Does your company have a policy on diversity and inclusion? YES NO

If yes, please attach a copy of the policy to your submittal. See next page

Note: Possessing a diversity and inclusion policy will have no effect on the City's consideration of your submittal, but is simply being requested for information gathering purposes.

Crowe LLP
Bidder's Name

Esteban Salinas, Partner-Principal
Printed Name/Title of Authorized Representative

[signature] July 7, 2020
Signature of Authorized Representative Date

This page must be completed and uploaded to DemandStar.com with your Submittal.

DIVERSITY AND INCLUSION (D&I) AT CROWE

- **Crowe's Diversity and Inclusion "North Star"**
- **Be YOU and Crush it!**
- **To support and sustain a diverse and inclusive work environment that mirrors the communities in which we live and work.**

Diversity, Inclusion and Belonging at Crowe – A culture of inclusion

D&I is one of the firm's top key strategies. We have robust CEO and leadership support leading to firm wide "call to action" and commitment. Crowe promotes and fosters an inclusive work environment where respect, trust and integrity are valued and all people are free to contribute in ways that enable them to reach their full potential. Our Inclusive Excellence Council (IEC) is the D&I governance body that oversees and ensures the execution of all key strategic initiatives. Our goals can only be achieved through collaboratively leveraging diversity, thought leadership, perspectives and the needs of all our people, our clients and our communities. D&I is routinely integrated into our day-to-day, culture, firm wide programs, policies, people processes and systems.

Diversity and Inclusion Firmwide Leadership

Christopher Mitchell, (Chief Diversity Officer), **Julie Wood,** (Chief People Officer), and **Karen Thompson,** (Firmwide Leader of Diversity and Inclusion), collaborate to provide strategic support and direction while ensuring diversity and inclusion strategies are woven into all components of the firm and are consistent with the firm's values. Our goal is to increasingly deliver unique, innovative and valuable solutions. We achieve this by collaboratively leveraging diversity of all people, thought leadership, perspectives and needs of all our people, our clients and our communities.

Jim Powers, Crowe's CEO, joined hundreds of fellow CEOs as a signatory to the **CEO Action for Diversity & Inclusion™,** the largest CEO-driven business commitment to advance diversity and inclusion in the workplace. By pledging to take part in this new coalition, CEOs – and the organizations they lead – are committed to taking action to cultivate a workplace where diverse perspectives and experiences are welcomed and where individuals feel encouraged to discuss diversity and inclusion.

Diversity and Inclusion Strategy and Goals

Our goal is to support and sustain a diverse and inclusive work environment where our teams mirror the communities in which we live and work. To achieve this goal, our D&I strategic components are managed and executed via the IEC and various subcommittees. The goals include:

- Attracting, recruiting and hiring individuals with diverse backgrounds and perspectives
- Engagement including mentoring/sponsoring, retention and career progression
- Education and awareness via a blended approach of learning programs, video, podcasts, storytelling sharing practical application and more
- Market opportunities and business development – opening new channels and creating wins
- Metrics – determine gaps and show measurable progress
- Communications – branding and increasing Crowe's visibility via telling our story internally and externally

Our commitment to culture – Programs and initiatives

One of the ways Crowe demonstrates support of diversity, inclusion and belonging to its people is via our Business Resource Groups (BRGs), Crowe's employee affinity groups and our Women Leading at Crowe (WL@C) group initiatives.

Business Resource Groups (BRGs)

Crowe's commitment to D&I is further evidenced in the many programs and outreach initiatives. Open to everyone, the firm sponsors five BRGs supporting our African American, Asian, Latino, Pride (LGBTQ people and allies) and Young Professionals. BRGs serve to educate our people about diversity and provide a forum for networking, support, recruiting efforts in order to promote inclusion within the firm. Each BRG has a business charter that aligns with the firm's strategic goals. Our WL@C programming provides career and leadership development support for all women at the firm.

While each BRG group functions independently, many strategies and initiatives are combined for a multicultural and collaborative One Crowe approach. Below are the five BRG teams, firm-wide leader(s) and Executive champion(s):

- **African American**: Co-leaders Judy Harris (Tax/OB) and Victor Sturgis (Tax/GR); Executive Champions Chris Mitchell (CON/DAL) and Glen Combs (CON/KY).
- **Asian**: Co-leaders Damaris Perez (Tax/SAC) and Arpit Parikh (Audit/OB); Executive Champions - Susie Choy (Audit/SF) and Richard Seo (Tax/NY).
- **Latino**: Co-leaders Aaron Reyes (AS/SAC) and Maria Mora (CON/NY); Executive Champions - Dave Delgado (Audit/OB), Jose Lamela (Tax/FTL); Mario De Castro (Tax/DC).
- **Pride**: Co-leaders Eric Russell (CON/DC) and Rachel Shaw Callahan (TS/OB); Executive Champions Melinda Haag (GS/CHI) and Alan Abel (CON/FL).
- **Young Professionals** Co-leaders Emily Ford (CON/IN) and Natasha Clements (CON/IN); Executive Champion – Rick Childs (AS/IN).

Supporting our people annually at various diversity conventions

Through our BRGs, we've built stronger relationships with diverse professional associations such as Ascend (the association for Asian Americans in finance, accounting and other business-related professions), the Association of Latino Professionals in Finance and Accounting (ALPFA) and the National Association of Black Accountants (NABA). We're a corporate sponsor at each of the national conferences for these associations and our professionals often speak on panels and provide thought leadership sessions. Our LGBT members have also participated in and presented sessions at the annual Out & Equal Workplace Advocates Summit. We also leverage diversity conferences as opportunities to recruit high-quality diverse talent and have gained business revenue generating relationships. Through these combined efforts, we have raised Crowe's visibility and competitive brand in the marketplace among potential job candidates, as well as potential clients.

Overall, Crowe's diversity and inclusion initiatives work to help us understand, appreciate and address each individual's perspectives and needs. We share messages about the importance of diversity into Crowe Newswire, our weekly firmwide e-newsletter, by highlighting cultural awareness months, such as Gay and Lesbian Pride Month, Asian/Pacific Heritage Month, National Hispanic Heritage Month, Black History Month and Women's History Month. We also highlight various BRG and WL@C activities and testimonials from members.

Firm leadership and several partners, directors and officers participate annually at the various diversity conferences. These events provide developmental opportunities, including networking with fellow professionals and participating in skill-building sessions, as well as recruiting opportunities to identity new, diverse talent for our teams. BRGs also work closely with campus faculty members to create a presence at various events at universities.

Thanks to the efforts of our BRGs, we have tripled the number of conference attendees who accepted job offers with the firm last year. Beyond the professional associations, our BRG groups also plan office activities for cultural celebrations to educate our people on different customs and traditions such as a group dinners for Lunar New Year, cultural dancing, demonstrating ethnic food preparations, piñata breaking for Cinco De Mayo, Pride Walks, acknowledging Juneteenth and so much more.

Women Leading at Crowe (WL@C)

Our Women Leading@ Crowe (WL@C) programming provides career and leadership development support for all women at the firm. WL@C includes three tiers of Connect, all women in the firm; Grow, High-talent, high-potential women at the senior manager level; and Inspire, for female leaders at the partner and director levels. The goals of WL@C are:

- Offering opportunities for both professional and personal growth
- Creating a women's network
- Supporting the changing needs of the workforce
- Attracting women to the firm
- WL@C firmwide leader - Mary Ann Travers (AS/OB)

Our WL@C programming provides career and leadership development support for all women at the firm. It includes three tiers that address the changing needs of women at different stages in their careers:

- **Connect:** This group is for all women in the firm. It promotes and supports networking and professional development. Women are invited to take part in quarterly programs that address various topics relevant in the workplace, such as business etiquette, wellness and work/life integration.
- **Grow:** This group targets women at the senior manager level to help prepare them for the partner-director track. Over the two-year program, participants expand their network and develop leadership skills.
- **Inspire:** This group empowers our female partners, directors and officers to enhance their mentoring relationships across the firm to help other women develop.

Policies and Programs

Crowe provides benefits to same- and opposite-sex domestic partners and have policies in place to help ensure a harassment-free workplace. Our firm-paid and floater holidays allow everyone to observe the religious or cultural holiday of their choice. We've also made significant enhancements to our parental and military leave policies this year. We've increased parental leave to provide up to 6 weeks off for parents following the birth, adoption or act of custody of a child. We're providing up to 4 weeks paid time off for those who have ongoing reservist obligations or are deployed for active duty.

Crowe University – A blended approach to learning and training solutions

As part of our ongoing efforts to advance diversity and inclusion at Crowe, our people have engaged in a two-part webinar series training titled, "**Diversity To Inclusion**." These sessions are intended to take our people on a journey from: 1) **Unconscious bias** to 2) **Conscious bias** to 3) **Conscious inclusion** to 4) **Unconscious inclusion** in our culture and DNA. Unconscious or implicit bias refers to the attitudes or stereotypes that influence our actions and decisions without us even realizing it. Learning how to uncover and overcome these biases is one of the key components of our D&I strategy at Crowe as we support a workplace environment that embraces everyone, yielding greater innovation, collaboration, ingenuity and A+ delivery and results.

Along with hundreds of companies globally, Crowe engages in multiple series of **"Day of Understanding**" and "**Increasing Understanding and Inclusive Dialog at Crowe**." These trainings are designed to help companies like Crowe bring people together to promote understanding by having conversations about diversity and embracing differences, as well as the potential impact of blind spots and unconscious bias. Focusing on understanding those who are different from ourselves helps create a more inclusive environment for all both inside and outside of the workplace.

In addition to these training opportunities, D&I is integrated ongoing in communications, branding, meetings, training and any initiative or venue possible. Everyone in the firm, including new hires, are encouraged (required for managers and above) to participate in all D&I courses.

The Crowe Advantage

- **Deep specialization:**
  - Dedicated industry expertise, technology-based solutions, and focused investment specialists for our more than 150 foundation clients.
- **National thought leadership:**
  - Keeping you advised on business, regulatory compliance, tax and audit matters through our industry experts, Private Foundation Webinar Series, Roundtable forums, national conferences and key industry committees.
- **Client service excellence:**
  - Our people come to work every day motivated to provide our clients with an exceptional experience in every interaction, while ensuring that our professionals maintain objectivity in the delivery of our services.
- **Community involvement:**
  - Crowe has been previously included in Fortune's 50 Best Workplaces for Giving Back. Our people and firm are committed to community service and social responsibility and have logged and exceeded 100,000 of volunteering.
- **Technology:**
  - We seek to deliver innovative and where needed, customized solutions and tools designed to help our clients manage their businesses more efficiently.

Summary

Finally, Crowe's commitment is long-term as we assess and address the challenging and changing needs of our people, our clients and our communities. Crowe strives for sustainable and scalable inclusive actions. In response to the current trifecta of events including the COVID-19 pandemic, economic challenges and the racial and social unrests, Crowe has boldly shared a press statement, leadership has communicated ongoing to our people, convened several sessions to allow our people to engage in open and meaningful dialog to foster and promote change. We are allowing our people to share their stories to encourage open and candid dialog leading to action and behavioral change. We are providing our people with programs, courses, books, etc. to increase their knowledge and challenge them to consistently be stewards of our Core Values. Diversity, inclusion and belonging is and will remain a critical part of our strategic growth and success.

C. References Form

REFERENCE FORM

Name of Bidder: Crowe LLP

Provide information for three references of similar scope performed within the past three years. You may include photos or other pertinent information.

#1 Year(s) services provided (i.e. 1/2015 to 12/2018): 1/1/2020 – Current

Company Name:	Montgomery County Ohio
Address:	451 W.Third Street
City, State Zip:	PO Box 972, Dayton Oh 45422-1375
Contact Name:	Janet Holman
Phone Number:	937-225-4713 Fax Number: n/a
Email Address (if available)	holmanj@mcohio.org

#2 Year(s) services provided (i.e. 1/2015 to 12/2018): 8/1/2012 – Current

Company Name:	California Department of Insurance
Address:	300 Capitol Mall, Suite 1400
City, State Zip:	Sacramento, CA 95814
Contact Name:	Charles Lundberg
Phone Number:	916-492-3276 Fax Number: n/a
Email Address (if available)	Charles.lundberg@insurance.ca.gov

#3 Year(s) services provided (i.e. 1/2015 to 12/2018): 2/1/2017 – Current

Company Name:	California Department of Business Oversight
Address:	1515 K Street
City, State Zip:	Sacramento, California 95814
Contact Name:	George Gaborak
Phone Number:	916-319-9996 Fax Number: n/a
Email Address (if available)	George.Gaborek@dbo.ca.gov

This page must be completed and uploaded to DemandStar.com with your Submittal.

D. Certification of Compliance with Living Wage, if applicable to bidder

The Certification of Compliance with Living Wage form is not applicable to our proposal, so it has not been included in this bid response.

E. Bidder's W-9

Form **W-9** (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Crowe LLP

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☑ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
320 E Jefferson Blvd. P.O. Box 7

6 City, state, and ZIP code
South Bend, IN 46624-0007

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
- -

or

Employer identification number
35 - 0921680

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Daniel Cullen Date ▶ January 2, 2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

F. Copy of any applicable, current licenses and/or certification required by City/County/State

Sunbiz.org Division of Corporations
an official State of Florida website

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Filing History | No Authority Info | Partner Info | Name History

Partnership Detail

General Partnership Name

CROWE LLP

Principal Address

320 E JEFFERSON BLVD
SOUTH BEND, IN 46624
Change Date: NONE

Filing Information

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Document Images

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05/29/2018 -- Partnership Name Change	View image in PDF format

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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY
240 NW 76TH DRIVE, SUITE A
GAINESVILLE FL 32607
(850) 487-1395

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Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

AD65785 ISSUED: 10/28/2019
ACCOUNTANCY PARTNERSHIP
CROWE LLP

Signature
LICENSED UNDER CHAPTER 473, FLORIDA STATUTES
EXPIRATION DATE: DECEMBER 31, 2021

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ACCOUNTANCY

THE ACCOUNTANCY PARTNERSHIP HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 473, FLORIDA STATUTES

CROWE LLP

401 E LAS OLAS BLVD SUITE 1100
FORT LAUDERDALE FL 33301-4230

LICENSE NUMBER: AD65785

EXPIRATION DATE: DECEMBER 31, 2021

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

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G. Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)

Crowe has reviewed the Sample Contract for Contract Management Software ("Contract") provided for in this RFP. Should Crowe be selected to engage in negotiations for a final agreement, Crowe shall request a number of modifications to the Contract. Further, it appears that the Contract contains certain boilerplate provisions that do not appear to be applicable to the requested software license (e.g., provisions relating to services); if selected to negotiate a final contract, Crowe will seek to discuss the removal or appropriate modification of such inapplicable clauses. Crowe understands that both parties reserve their respective rights to negotiate appropriate and mutually acceptable provisions prior to execution of any Contract should Crowe be considered for final negotiations. Areas to be negotiated include, among others, the following:

§	Subject	Comment
1	Effective Date and Term of Contract	There is a discrepancy between the Term of the Contract (one year) and the termination three years after execution.
4	Contract Documents	Because this is a license for Crowe software, Crowe would expect such license to be under its terms which are appropriately designed for the software. Other documents identified (and, therefore, the order of precedence) should not apply.
5	Delivery Schedule	Crowe rejects any requirement that "time be of the essence" due to the cooperative nature of the relationship and Crowe's dependency upon other parties.
6	Compensation/ Payment	Crowe's software is licensed on a subscription basis with a fee due on a mutually agreed schedule. Use of the software is dependent upon continued payment of fees. As previously indicated, it is not clear whether the City intends that the "Term" be one year or 3 years.
7	Indemnification	Given the principal nature of this relationship (licensing of software), Crowe does not believe that an indemnity for bodily injury and tangible property damage to the extent caused by Crowe is pertinent or applicable. Implementation Services, if any, would be provided under a separate service agreement. Crowe would be willing to agree to provide an intellectual property infringement indemnity under Crowe's standard terms, which are consistent with the market for software licensure. Crowe is not amenable to any other indemnities.
8	Insurance	Given the nature of this relationship (licensing of software), Crowe does not believe that the Insurance requirement is pertinent or applicable.
10	Termination	Additional rights and remedies must be available to Crowe in the event that the City defaults under the license agreement.
12	Intellectual Property	All intellectual property pertaining in any way to Crowe's software is, and shall remain, the exclusive property of Crowe. The output of that software (e.g., reports) and the data provided by the City shall belong to the City. The City may use any reports generated by the software for its own internal business purposes only. In lieu of a warranty of non-infringement, Crowe will provide a standard infringement indemnity.

§	Subject	Comment
13	Audit	Crowe does not understand what need there may be to audit Crowe in conjunction with the provision by Crowe of a software license. This appears to be more applicable to the performance of services. Crowe would expect the right to audit the City's use of Crowe software to ensure compliance with the license terms.
14	Contractor Assurance	Crowe makes no assurances in conjunction with the software.
15	Warranties	Crowe specifically disclaims all warranties.
17	Dispute Resolution	Crowe requests a fair and reasonable dispute resolution process, as well as a jury trial waiver.
18	Attorney's Fees and Costs	Crowe rejects the prevailing party fees provision.
19	Force Majeure	Crowe requests the imposition of a standard Force Majeure provision which would recognize causes beyond the commercially reasonable control of a party as excusing such party while in effect.
21	Default and Remedies	This provision must be qualified to the extent that a given remedy is expressed to be an exclusive remedy within the Contract.
27	Assignment of Interest	As the owner of the intellectual property behind the software, Crowe must have the right to assign its rights to an acquirer of the software.
30	Construction	Whether such provision is appropriate depends upon the actual process of negotiation.
32	Exhibits	Most of the exhibits do not pertain to the license and should not be appended.

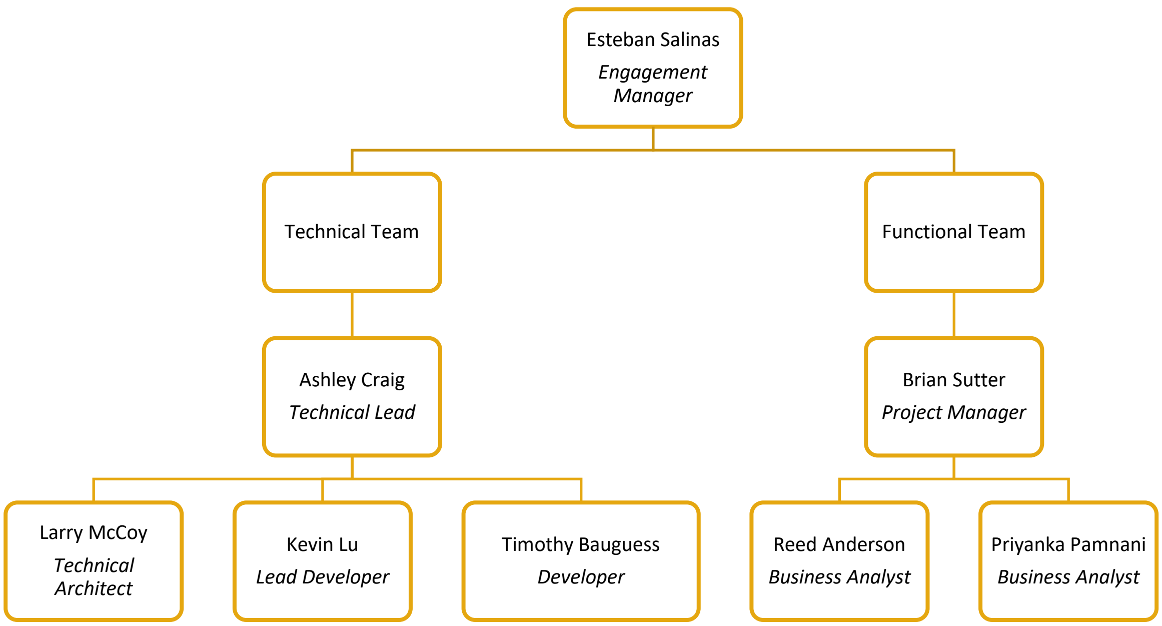
H. Investigation of Alleged Wrongdoings, Litigation/Settlements/Fines/Penalties

Like all large professional service firms, Crowe LLP (Crowe) is subject to claims from time to time for a variety of reasons, and we occasionally receive notice of claims. Crowe has pending litigation, but it is Crowe’s policy not to discuss any specific matters. However, in the view of management there is no pending or threatened litigation that could affect its ability to perform the required services. Further, in this particular instance, there are no investigations, litigation, settlements, fines or penalties against Crowe LLP in connection with developing and implementing a contract management system for any Crowe client.

I. Resumes of Project Manager and His/Her Team Members

The organizational structure identified in **Exhibit 22** provides an overview of the team structure.

Exhibit 22
Crowe Organizational Chart



Esteban Salinas
PMP, CBAP, MCSA – Principal
Role: Engagement Manager

Profile

Mr. Salinas is a Principal in the Crowe Consulting Group, located in our Sacramento office. He has eighteen years of experience in technology and solutions consulting experience. Whether helping clients define what a future system will look like or implementing the system itself, Mr. Salinas has a passion for helping his clients leverage technology to resolve their most challenging business problems.

Professional and Industry Experience

Mr. Salinas has spent his career dedicated to the public sector. He has passion for building and delivering Microsoft framework-based solutions and helping his clients leverage a single platform to build multiple business solutions. Mr. Salinas' experience in project management, solution architecture, and technology allow him to lead or guide any phase of a project. His professional experience has been largely focused in government with a wide range of engagements.

Education & Certifications

- Bachelor of Science - Business Administration with a concentration in MIS/CIS
  - California Polytechnic State University | San Luis Obispo, California
- Project Management Professional (PMP)
- Certified Business Analyst Professional (CBAP)
- Microsoft Certified Solutions Associate – Dynamics 365 (MCSA)

Client Focus

Services:

- Microsoft Dynamics CRM
- Microsoft Dynamics 365
- System Selection
- Project Planning
- Business Process Analysis
- Solution Design
- Data Modeling
- Software Testing
- Data Migration and Conversion
- Implementation (Planning, Execution, Post Go-Live Support)
- Help Desk
- Operations Management
- NIST Security Assessments

Industries:

- Public Sector
- Government

Description of Type of Work to be Performed

- Contract Management
- Client Engagement Management
- Project Management

Relative MS Office Experience

- Microsoft Dynamics 365, Microsoft SharePoint Online, Microsoft Teams, Microsoft Power Automate, Power BI, and other Office 365 technologies
- Project Planning
- Requirements Analysis
- Business Process Reengineering
- Functional and Technical Design Documentation
- System Design and Development
- IT Support Services

Representative Clients

- California Department of Business Oversight
- North County Transportation District
- California Department of Insurance
- California Department of Community Services and Development
- California Administrative Office of the Courts
- Tennessee Department of Children's Services
- City and County of San Francisco
- California Department of Pesticide Regulation
- California Department of Water Resources
- California Department of Social Services
- County of Sacramento
- County of San Luis Obispo

Project Knowledge and Qualifications

Project Management Experience

- Responsible for project management and leading the blended team of State employees and Contractors through the software development life cycle. This included business process reengineering, business process development, testing, implementation, conversion, training and support activities for the IDCM system. Additionally, Mr. Salinas worked with all respective stakeholders to ensure a smooth launch.
- Led initiative to deliver a comprehensive business solution for the Community Services and Development (CSD) that would reduce system complexity, drive productivity, and improve communications between the CSD and local service providers who implement programs. As the project manager, Mr. Salinas was responsible for working closely with CSD project management, Office of Systems Integration sponsorship, as well as executive sponsorship.
- Project Manager for the (CARS) project at the Department of Water Resources needed to create a solution that solved disparate data-collection methods, redundant data-entry mechanisms, duplicate data-storage, and lack of standardized reporting. Responsible for all project management activities through the entire software development life-cycle on the Dam Safety project. Mr. Salinas's blend of functional and technical aptitude allowed him to efficiently and effectively manage the project from initiation to go-live.
- Development Project Manager for the Tennessee Family and Child Tracking System (TFACTS) project. Mr. Salinas was responsible for managing the entire offshore development team (20+ Staff) through development, system testing, and user accepting testing phase. Responsibilities included planning, scoping, resource management, managing design documentation, risk management and task management to ensure successful delivery of the application.

Information Technology Experience

- Analysis, design and delivery of Dynamics 365 for North County District of Transportation using Microsoft Dynamics CRM.
- California Department of Business oversight DOCQNET upgrade program Dynamic 365.
- California Department of Insurance IDCM upgrade for Microsoft Dynamics 365 and SharePoint.
- California department of Insurance CMMP multiple solution architect leveraging Office 365 technologies.
- Analysis, design and delivery of a custom end to end case management solution to the California Department of Insurance's Investigation Division using Office 365.
- Analysis, design and delivery of the Combined Output Reporting Engine (CORE) solution to the Community Services Department of California. CORE is a robust data warehouse and expenditure repository to quantify local service provider (LSP) performance, facilitate prompt transaction service payments, increase visibility of LSP service outcomes and track reimbursements using Microsoft Dynamics CRM.
- Analysis, design and delivery of Dam Safety CARS (Collection, Analysis, Reporting and Storage) solution for the Dam Safety Branch of the California Department of Water Resources. The solution tightly integrated a Web based interface, a mobile solution, and a GIS component to bring together comprehensive GIS-based business solution.
- Assisted multiple State of California government clients with assessing the business case, developing functional requirements, determining high-level solutions, developing one-time development and on-going maintenance cost estimates, and developing procurement plans for information technology investments.
- Assisted Multiple State Agencies with Procurement Development and Procurement Support.
- Assisted multiple State of California government clients with the development of feasibility study reports.
- Performed requirements analysis and requirements elicitation on several projects including custom solutions as well as COTS/MOTS products.
- Created over 60 design documents as an output of the design phase of projects, these design documents served to capture the critical design concepts that would be taken forward to the next phase of development.
- Authored hundreds of requirements packages, functional specifications, and design documents that capture the critical design concepts for system development, testing, training, organizational change management and more.
- Authored multiple database entity relationship diagrams (ERD) leveraging deep business and relational database management system (RDMS) principles to design normalized data solutions for a system.
- Architected foundational components of larger applications that served as a core structure of critical systems functionality.
- Developed several components of larger applications that served as a backbone of critical systems functionality, often taking lead on large complicated areas of custom code.
- Managed and led many teams through the development process, managing timelines and making sure that system functionality met design documentation.
- Performed and/or managed testing on seven different projects including unit testing, integration testing, system testing, regression testing, and user acceptance testing.

- Served as a solution architect for the development effort of various system implementations. Responsible for the development of the overall vision that underlies the solution and transformed that vision through execution into the solution. Particular experience in integrating multiple systems into a single comprehensive solution.

Business Process Management Experience

- Performed multiple separate engagements for State of California agencies to assess, and improve business processes. The projects resulted in recommendations in realigning business processes and the organization in order to improve performance in a number of areas, including service quality, throughput, response turnaround, cost savings, and customer satisfaction.
- Performed business process analysis work at several state-level organizations. This effort included performing several dozen interviews to appropriately research existing business processes. Additionally, this includes effort to conduct facilitated sessions to jointly determine new business processes.
- Facilitated over 50 design sessions of varying size and scope to appropriately determine the functionality and design of future systems. Many of these involved the use of various tools to create system prototypes and help promote visualization of the final solution.
- Strategic Planning and Program Management Experience
- Performed project initiating activities on several public sector projects including performing initial business process analysis, collecting organization historical information, defining business cases, identifying initial requirements and risks, determining need for project phasing, developing project charters, identifying stakeholders and developing stakeholder management strategies.
- Executed Project planning activities on more than five public sector projects. Activities included finalizing requirements, identifying project scope, identifying team needs and qualifications, creating work breakdown structures, estimating resource requirements, estimating time and cost, developing schedule and budget, creating quality standards, processes and metrics, creating communications plan, performing risk identification and risk response planning, creating project management plan and gaining approval of plan and holding kickoff meetings.
- Performed project execution activities according to the approved project management plan. Focused on implementing the solution, performing quality assurance, and facilitating conflict resolution.
- Monitored and controlled projects to determine successful delivery. Specifically worked on measuring performance, project reporting, and ensuring change controls are followed.
- Closed out several projects and performed closing activities including: confirming requirements are met, gaining formal acceptance, archiving project files and holding lessons learned.

Organizational Change Management, Facilitation, and Training Experience

- Served multiple counties as an organizational change management liaison for a major large scale system implementation
- Facilitated hundreds of meetings ranging from joint application development to help desk setup
- Determined customer business and functional requirements for multiple State of California clients to support improvements in business processes and supporting technology systems. The internal and external stakeholder facilitation sessions were designed to obtain buy-in for the proposed improvements in business processes and technology support systems.
- Planned, organized and conducted application training for multiple State of California agencies

Ashley Craig
MCP, CAPM, PMI-ACP
Senior Manager

Profile

Ashley Craig is a senior manager in our Dynamics CRM practice where she leads large, complex implementations for government and for-profit clients. Ashley specializes in solution creation and design and has expertise in requirements definition, quality assurance/testing, business analysis, process improvement and training which is delivered across multiple industry sectors.

Professional and Industry Experience

Ashley's experience includes management consulting; she assists her clients in the areas of business process evaluation, documentation, redesign and business requirements gathering and solution creation. She is also a skilled project manager, including project planning, tracking and execution.

Publications and Speaking Engagements

- The Future of Managing Economic and Redevelopment Activities, Crowe LLP (author)
- Protect Your Funding and Your Reputation, Crowe LLP (author)
- CDBG Funding: Doing More With Less, Crowe LLP (author)

Education & Certifications

- Bachelor of Science - Operations Management and Marketing
  - Kelley School of Business, Indiana University | Bloomington, IN
- Certified Associate in Project Management (CAPM)
- Agile Certified Practitioner (PMI-ACP)
- Microsoft Certified Technology Specialist (Dynamics CRM)

Client Focus

Services:

- Project Management
- Management Consulting
- Process Improvement & Redesign
- Microsoft Dynamics CRM
- Microsoft SharePoint
- Microsoft Dynamics AX
- Custom Development Applications
- Award Monitoring and Reporting (AMR)
- Technology Design and Configuration
- Technology Implementation and Quality Assurance
- Technology Training and Development
- Research

Industries:

- Government
- Economic Development
- Grants Management
- Automotive
- Fabric Manufacturing

Client Listing

Large Fabric Manufacturer (name omitted for confidentiality purposes)
Role: Project Manager, CRM Solution Architect
Dynamics CRM Implementation
Aug 2018 – Present

Managed the software development lifecycle for a CRM implementation for three separate companies with sales teams distributed across the United States. Led the design and architecture for the implementation including customer onboarding, relationship and hierarchy management, ERP integrations, sales trip report management, competitor management and working on the design for marketing, design and sales enablement features.

Indiana Economic Development Corporation
Role: Business Analyst, Technical Architect, Project Management
Dynamics 365 CRM Implementation, Portal Implementation, Dynamics Upgrades
March 2012 – Present

Manage the technical implementation and design of new features, upgrades and portal integrations. Lead the business process analysis, system design and defining functional requirements for system enhancements. Manage the process of gathering requirements, system development and go –live for all system releases. Managed the quality assurance testing on all IEDC systems and User Acceptance Testing in coordination with the IEDC.

Large Fortune 500 Automotive Retailer (name omitted for confidentiality purposes)
Role: Project Manager, CRM Solution Architect
Dynamics CRM Implementation
May 2016– Jan 2019

Managed the software development lifecycle for a large CRM implementation for an automotive dealership with store deployments across the United States. Coordinating efforts across multiple 3rd party vendors, Microsoft and client teams in order to accomplish the goals and objectives for each release as defined by the product owner. Leading the design and architecture of new Dynamics CRM features as new requests are prioritized and added to the product backlog.

State of New Jersey Economic Development Authority
Role: Lead Business Analyst, CRM Solution Lead
Dynamics CRM and Loan Management System Implementation and IT Strategy
January 2015– Present

Lead business analyst and CRM lead for implementation of a Microsoft Dynamics CRM and Loan Module (EnABLE™ software) system to modernize the Authority and replace dated legacy technologies and manual processes. Includes comprehensive business process reengineering and other IT consulting, as well as integration to back-end systems, data conversion, business intelligence reporting tools, and implementation of a new Human Resources module in Microsoft Dynamics Great Plains.

City of Shelbyville, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
May 2015 – May 2016

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

City of Muncie, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
March 2015 – June 2015

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

City of Greenwood, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
November 2014 – April 2015

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

City of Lafayette, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
November 2014 – April 2015

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

City of Elkhart, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
August 2014 – April 2015

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

City of Indianapolis, Indiana
Role: CRM Solution Architect, Lead Business Analyst, Project Management
Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
August 2014 – April 2015

Serves as the lead Dynamics CRM solution architect for the Common Point 360 implementation. Including review of requested configurations, defining and designing customizations and review of data migration activities. Managed the process of initiating the Dynamics CRM Online environment and the deployment processes for solutions and upgrades.

Large Automotive Software Company (name omitted for confidentiality purposes)
Role: Project Manager, Lead Business Analyst, Dynamics CRM Lead
Dynamics CRM Implementation – New Product Development
November 2014 – February 2015

Collaborated with the product leadership team to understand their current custom application in order to define how we may convert it into a Dynamics CRM solution within the automotive industry. Analyzed their existing product's features and functionality in order to design the functionality within the Dynamics CRM platform. Developed a solution for the client to demo at the National Automobile Dealers Association. Designed product features within the Dynamics CRM platform and defined the required integrations with third party applications. Developed requirements documents to outline the functionality and business logic to be implemented, collaborated with the team to develop initial system design and configured Dynamics CRM to meet design requirements.

Large Automotive Software Company (name omitted for confidentiality purposes)
Role: Project Manager, Lead Business Analyst
Dynamics CRM Implementation – Salesforce Conversion
May 2014 – May 2015

Executive leadership engaged Crowe to convert their existing Salesforce system to Microsoft Dynamics CRM. Working with their Business System Manager we reviewed existing functionality of their Salesforce deployment to understand current business processes. We redesigned and streamlined business processes to be in alignment with industry best practices and documented areas where systems customizations would be required. Crowe provided administrator training on how to configure and develop workflows, therefore, Crowe was able to focus on the integration with existing systems and customization required to meet their specific business processes and the internal team was equipped to support the system moving forward.

Employee's Retirement System of Rhode Island
Role: Functional Specialist and Integration Lead
Dynamics AX ERP Implementation
Oct 2013 – July 2014

Crowe was engaged by ERSRI to implement Microsoft Dynamics AX in place of PeopleSoft as part of their overall retirement system upgrade. As part of this implementation we worked with the Agency Director, Director of Finance and Controller to review their financial process, streamline processes where applicable and determine how best to implement Dynamics AX to meet ERSRI's needs. I led the integration between Dynamics AX and their pension and payroll systems in order to capture the financial transactions in the ERP system. We provided onsite training for accounts receivable and finance teams regarding the specific functionality required to process transactions.

Rhodes College
Role: Project Manager, CRM Lead Trainer
Dynamics CRM Training
September 2014

Rhodes College engaged Crowe to upgrade their Dynamics CRM 4.0 environment to Dynamics CRM 2011. As part of the upgrade process they requested additional end user and administrator training for their team. Developed training documentation for CRM 2011 and delivered multiple onsite sessions to cover basic and advanced CRM topics. Conducted training workshop for CRM administrators to provide understanding around new functionality and backend administration features as part of CRM 2011.

Illinois Department of Corrections and Other State Agencies
Role: Project Manager
GAAP Package Preparation and Accounting Services
August 2013 – October 2013

Coordinated the preparation and submission of all GAAP packages and related forms for seven different agencies. Collaborated with the Executive Partner to schedule resources, develop milestone timelines and discuss resource assignments. Managed the assignments and task load of 15 resources assigned to the project. Developed weekly status reports to communicate progress, outstanding items and documentation requests for each agency. Coordinated the creation of journal entries and tracked progress of all journal entries from preparation through posting into one of the agency's accounting system. Developed project management tool using Microsoft Dynamics CRM for all users to track and manage assignments and documentation request.

First Tech Federal Credit Union
Role: Business Analyst
Financial Control Process Mapping
June 2013

Executive leadership engaged us to develop process maps for specific departments and identify financial controls in order to perform risk assessment testing of their financial controls. I led meetings with the staff and management of the Accounts Payable, Financial Analysis, Finance and Investment and Secondary Market departments to review their key processes and document the financial controls that are in place. I developed 23 process flows and documented 100 financial controls for the credit union to use as a management tool going forward and to assist our risk assessment team in their testing processes.

City of Wichita Office of Economic Development
Role: Business Analyst and Lead Implementer, Quality Assurance, Project Management
Crowe Common Point 360 Implementation (Microsoft Dynamics CRM)
March 2013 – April 2013

Led system overview sessions to review the Crowe Common Point 360 solution and identify gaps where new functionality would need to be implemented to meet the City's specific economic development needs. Documented areas where gaps exist and gathered requirements related to the functionality that would need to be implemented. Based on the documented requirement I configured the system to meet their specific business needs to provide them a solution to meet their economic development needs. I managed the development of customizations the City requested and the data conversion process to import their existing data. I developed and delivered core administration training to provide Wichita the ability to manage their system post go-live and delivered system user training to all end users.

Indiana Economic Development Corporation
Role: Business Analyst, System Design and Quality Assurance, Project Management
Transparency Portal (Microsoft SharePoint)
February 2013 – May 2013

The IEDC Transparency Portal was built on Microsoft SharePoint and is integrated with their Dynamics CRM application to pull real-time information. I reviewed new legislation to gather core requirements that the system must meet. I collaborated with the IEDC to determine features and functions to be included within their Transparency Portal. Collected and documented system requirements for IEDC approval, worked with the Indiana Office of Technology (IOT) to verify system requirements to ensure the system would be in compliance with IOT's governance policies. I managed the development of customizations for the site, configured SharePoint to meet their business requirements and performed quality assurance testing. I also managed the timeline and coordinated efforts between Crowe and IOT for go-live and preparing for a public launch.

Large Automotive Software Company (name omitted for confidentiality purposes)
Role: Business Analyst, System Design and Quality Assurance
Dynamics CRM Implementation
September 2012 – June 2013

Worked with the leadership of the ACS to evaluate their business requirements for a CRM application within the automotive industry. Analyzed existing products within the market to develop a matrix of features and functions. Created a product comparison matrix that included existing competing products in the market and the future CRM product to highlight the benefits of leveraging the Dynamics CRM platform. Developed use cases and requirements documents to outline the functionality and business logic to be implemented, collaborated with the team to develop initial system design and configured Dynamics CRM to meet design requirements. Developed testing scripts and performed system-wide quality assurance testing to verify system functionality meets the design requirements and functionality outlined in the use cases.

Indiana Economic Development Corporation
Role: Business Analyst, Quality Assurance, Project Management
Dynamics CRM Upgrade
September 2012 – December 2012

Developed documentation regarding custom system functionality for development resources. Coordinated the efforts of internal resources and international contractors to upgrade customizations to IEDC's CRM environment and custom extranet application. Developed testing scripts for IEDC to test upgraded customizations. Performed system-wide quality assurance testing for all custom logic for cutover. Managed the timeline, coordinated efforts across all project resources and assisted in applying upgraded customizations for cutover.

Indiana Economic Development Corporation
Role: Business Analyst, System Design and Quality Assurance, Project Management
CRM and Extranet Enhancements Implementation, Grants Management
March 2012 – Present

Reviewed requested enhancements with IEDC in order to prioritize their needs and develop a timeline for system implementations. Documented business process changes, system design and functional requirements for system enhancements. The new features included the intake of multiple online applications, management of existing programs and added functionality to enhance their current processes. Managed the process of gathering requirements, system development and go –live for all system releases. Performed rigorous quality assurance testing on all IEDC systems that were upgraded with new functionality. Created test scripts for internal IEDC testing and validation of new system functionality.

Information Services Agency, City of Indianapolis and Marion County
Role: Business Analyst
IT Cost Model Development and Chargeback Redesign
November 2011 – August 2012

Researched best practices related to IT cost models, chargeback processes, and organizational structures among peer IT agencies in other cities and states. Developed recommendations for a cost model framework that aligns with ISA's service catalog and associates costs to services in order to determine the overall cost of providing a service. Created an Excel cost model based on real-time data in order to project the cost of providing services and aid in the development of the fiscal year budget by customer. Facilitated discussions among ISA staff to introduce the new model. Created functional requirements in order to move the chargeback and cost model from an Excel based model to a dynamic application.

Indiana Economic Development Corporation
Role: Business Analyst, Technology Quality Assurance, Project Management
New Program Development and Implementation, Grants Management
November 2011 – February 2012

Identified areas of change within the IEDC's business processes and provided documentation detailing the changes required in order to implement the new program. Developed requirements for IEDC systems based on the new program's requirements requiring an updated business process, new data collection, and integration with IEDC's existing grants and incentive data. Performed rigorous quality assurance testing on all IEDC systems that were updated with new functionality. Created test scripts for internal IEDC testing and validation of new system functionality.

Indiana Economic Development Corporation
Incentive Program Review, Grants Management
Role: Business Analyst, Project Management
October 2011 – November 2011

Analyzed the IEDC published job numbers and evaluated it against their actual data and internal processes to determine its accuracy. Reviewed current policy and procedures for IEDC's business processes and conducted a gap analysis. Calculated project metrics including net new jobs, investment and total projects. Compared those calculations to those performed internally at the IEDC to determine the accuracy of the data the IEDC calculated internally. Provided recommendations for improvement in IEDC's business processes, data collection methods, and calculations for determining new jobs. Updated the logic to use in their process for determining what job numbers to publish in order to create a more reliable process and credible method for reporting.

Illinois Department of Correction
Role: Project Management
Shared Services GAAP Package Preparation and Accounting Services
August 2011 – October 2011

Coordinated the preparation and submission of all GAAP packages and related forms for seven different agencies. Collaborated with the Executive Partner to schedule resources, develop milestone timelines and discuss resource assignments. Managed the assignments and task load of 15 resources assigned to the project. Developed weekly status reports to communicate progress, outstanding items and documentation requests for each agency. Coordinated the creation of journal entries and tracked progress of all journal entries from preparation through posting into one of the agency's accounting system.

Indiana Economic Development Corporation
Role: Business Analyst, Technology Quality Assurance
Extranet Implementation, Grants Management
September 2010 – January 2012

Worked with the leadership of the IEDC to evaluate their business requirements in order to develop an extranet for the online intake of their Application for Incentives, annual certification reporting and to provide aggregated data reporting for their economic partners. We improved the IEDC's operational efficiencies by streamlining the flow of data from the extranet to their CRM application. Developed use cases and requirements documents to outline the functionality and business logic to be implemented within the extranet and CRM for different user roles. Performed quality assurance by testing all scenarios that the IEDC could encounter to verify their business rules were followed. Tracked all issues for considerations for the developer to review after each testing cycle. Evaluated the user interface and functionality to determine if the functionality developed was logical for end users.

Ball State University
Role: Business Analyst
Commercialization Planning
April 2011 – May 2011

Collaborated with the leadership of the Center for Media Design to plan for the launch and implementation of a web-based learning product for universities. Developed a financial model with dynamic parameters and financial statements to allow them to forecast their initial years in the market. Trained the staff on how to adjust the parameters and sales to modify their forecasts based on changes in their production and staffing model.

Indiana Economic Development Corporation
Role: Business Analyst
Incentive Program Review, Grants Management
October 2010 – December 2010

Reviewed legislative requirements for the three most active incentives involving job creation. Reviewed current policy and procedures for their business processes and conducted a gap analysis. Developed a matrix to visualize the areas for potential improvement and where requirements are met. Analyzed their published job numbers and evaluated it against their actual data and internal processes to determine its accuracy. Developed logic to implement into their process for determining what job numbers to publish in order to create a more reliable process and credible method for reporting.

Indiana Economic Development Corporation
Role: Business Analyst, Technology Configuration
Document Management Implementation (SharePoint), Grants Management
September 2010 – April 2011

Reviewed the client's current process of document management for grant related files. Conducted a demonstration of a document management application to achieve basic understanding and awareness of Microsoft SharePoint. Held requirements gathering sessions for each department to uncover their unique processes. Configured the application to meet the requirements for specific department level needs and achieve the management team's overall objectives. Created training materials and conducted hands-on training workshops for users to become acclimated with the system and teach business process functionality.

PJM Interconnection LLC
Role: Business Analyst, Technology Configuration and Grants Management
Federal Department of Energy Grant Reporting, Award Monitoring and Reporting (AMR) Implementation
September 2010 – November 2010

Reviewed grant specific requirements for federal reporting. Worked with client to understand their specific needs and the modifications they wanted made to the standard templates. Configured report templates to meet the federal requirements and include the additional functionality for the client. Worked through testing and validation of the AMR application. Reviewed training materials for prime and sub-recipients to assist in training workshops. Worked with client during reporting periods to assist in using the AMR application and submitting federal reports.

Indiana Economic Development Corporation
Role: Business Analyst
Technology Systems Roadmap, Grants Management
June 2009 - August 2009

Reviewed current methods of tracking grant related data. Created a requirements matrix of key data points that mapped all current locations of the information across multiple data sources. Assisted in designing current and future state roadmaps for technology system implementations. Worked with a team to create materials to educate their staff of the management team's long-term goals for upcoming technology projects and how the implementation will benefit them.

Ball State University
Role: Business Analyst
Innovation Process Management
June 2009 - August 2009

Collaborated with the Center of Media Design to investigate the opportunity for a commercial product that facilitates learning for university level students in a non-linear approach. Researched trends and educational materials in the higher education market. Investigated potential markets and existing competitor's products that have the same objective. Identified key differentiating elements of their product compared to existing products and models of learning. Created a process outline of their approach from knowledge gathering to creation of the end product. Worked with a team to explore possible prototypes and develop a timeline for go-to-market initiatives.

Brian Sutter
PMP, CCBA – Manager
Role: Project Manager

Profile

Brian Sutter is a Manager with Crowe's Public Sector Consulting team. He has 6 years of experience in implementing and leading complex technology implementations for public sector clients. Brian specializes in solution project management and has experience in requirements elicitation, solution design, development, quality and assurance, business analysis, and training.

Professional and Industry Experience

During his tenure with the firm, Brian has contributed much of his time to the government and education industries with a focus on technology-based solution implementation and economic development. As a skilled project manager and business analysis, Brian helps guide clients as they transform their businesses.

Education & Certifications

- Bachelor of Science, Public Management - School of Public & Environmental Affairs
    - Indiana University, Bloomington, Indiana
- Minors in Marketing and Entrepreneurship & Small Business Management, Kelley School of Business
    - Indiana University, Bloomington, Indiana
- Project Management Professional (PMP)
- Certification of Capabilities in Business Analysis (CCBA)

Client Focus

Services:

- Microsoft Dynamics 365
- Public Sector Management Consulting
- Technology Implementation
- Project Management
- Training Development and Delivery
- Organizational Change Management
- Business Analysis
- Process Reengineering
- Software Testing (Quality / Assurance)
- Internal Audit
- Research

Industries:

- Public Sector
- Higher Education
- Economic Development

Dynamics 365 Experience

State of New Jersey Economic Development Authority
CRM and Loan Management Systems Implementation and IT Strategy Consulting, Technology Business Process Reengineering Project

Lead business analyst and quality and assurance manager for the implementation of Microsoft Dynamics Customer Engagement and a Loan Module (EnABLE ™ software) system to modernize the Authority and replace dated legacy technologies and manual processes. Includes comprehensive business process reengineering, OCM, and other IT consulting, as well as integration to back-end systems, data conversion, business intelligence reporting tools, quality and assurance, training development and delivery, in addition to the implementation of a new Human Resources module in Microsoft Dynamics Great Plains

Montgomery County Ohio
Contract Creation and Management System Development and Implantation

Project Manager and lead analyst for the development and implementation of a Microsoft Dynamics Customer Engagement solution to streamline the creation and signoff of contracts at the county while integrating with their Dynamics Finance and Operations (ERP) solution. Includes requirements elicitation, solution designed, process redesign, and oversight of development in addition to managing the overall project timeline and budget.

Indiana Department of Education
Title I Grants System Enhancements

Project manager and lead analyst for enhancements to legacy web-based Title I Grants Application and Compliance solution with a focus on increasing ease of use for local education agencies and streamlining internal processes. Coordinating efforts across the department of education as well as the state office of technology to meet business needs within the limited timeframe available. Additionally, lead elicitation of requirements, solution design, and quality and assurance testing.

Indiana Economic Development Corporation
Development and Implementation of Submission Portal

Lead business analyst for development and implementation of a Submission Portal designed to integrate with Microsoft Dynamics CRM and a third-party payment processor. Consisted of requirements gathering, system configuration and implementation, quality and assurance, and project management.

City of Greenwood, Indiana
Common Point 360 Implementation (Microsoft Dynamics CRM and Microsoft SharePoint)

Served as lead business analyst for the Common Point 360 implementation based on the Microsoft Dynamics CRM platform. Conducted the gap analysis, system configuration, and implementation in addition to general project management.

City of Lafayette, Indiana
Common Point 360 Implementation (Microsoft Dynamics CRM and Microsoft SharePoint)

Served as lead business analyst for the Common Point 360 implementation based on the Microsoft Dynamics CRM platform. Conducted the gap analysis, system configuration, and implementation in addition to general project management.

City of Elkhart, Indiana
Common Point 360 Implementation (Microsoft Dynamics CRM and Microsoft SharePoint)

Served as lead business analyst for the Common Point 360 implementation based on the Microsoft Dynamics CRM platform. Conducted the gap analysis, system configuration, and implementation in addition to general project management.

City of Indianapolis, Indiana – Common Point 360 (Microsoft Dynamics CRM and Microsoft SharePoint)
Common Point 360 Implementation (Microsoft Dynamics CRM and Microsoft SharePoint)

Served as lead business analyst for the Common Point 360 implementation based on the Microsoft Dynamics CRM platform. Conducted the gap analysis, system configuration, and implementation in addition to general project management.

Other Experience

Florida State Board of Administration (SBA)
Internal Governance, Risk, and Compliance Assessment

Business analyst for a comprehensive review of governance, risk, and compliance practices at the SBA with a focused on determining the level of maturity direction, and sophistication of these practices. As well as conducting a benchmarking evaluation of the SBA against the top ten largest public pension funds in the United States.

Illinois Institute of Technology (IIT)
Internal Audit

Conducted an internal audit of the construction and procurement operations for compliance to established internal controls. Business process analysis focused on enhancing internal controls and alignment with best practices.

Larry McCoy
MTS – Manager
Role: Technical Architect

Profile

Larry McCoy is a Manager in our Dynamics CRM practice where he leads large, complex implementations for government clients. Larry specializes in solution creation and design and has expertise in software development, requirements definition, quality assurance/testing, business analysis, process improvement, and training which is delivered across multiple industry sectors.

Professional and Industry Experience

Larry has over 20 years of experience aligning IT system with organizational processes and over 5 years in a leadership capacity. He has over five years' experience working with Dynamics CRM as a software consultant and lead developer, providing custom software solutions to customers. He leads cross-functional teams, providing research findings, technical solutions, requirements documents, estimates and change requests. Larry has a passion for applying new technologies to solving complex business problems, and to improving software development processes.

Education & Certifications

- Bachelor of Science, Mechanical Engineering
  - University of California, Davis | Davis, California
- MB-200 Microsoft Power Platform + Dynamics 365 Core
- MB-230 Microsoft Dynamics 365 Customer Service
- MB2-710 Microsoft Dynamics CRM 2016 Online Deployment
- MB2-712 Microsoft Dynamics CRM 2016 Customization and Configuration
- MB2-713 Microsoft Dynamics CRM 2016 Sales
- MB2-714 Microsoft Dynamics CRM 2016 Customer Service
- 70-461 Querying Microsoft SQL Server 2012/2014
- MB2-867 Microsoft Dynamics CRM 2011 Installation and Deployment

Client Focus

Services:

- Microsoft Dynamics CRM
- Microsoft SharePoint
- Custom Development Applications
- Technology Design and Configuration
- Technology Implementation and Quality Assurance
- Technology Training and Development
- Web Services
- Project Management

Industries:

- Public Sector
- Healthcare
- Technology

Client Listing

California Energy Commission
(June 2019 – February 2020)

Provided system architecture review and software design and development services for an application system that facilitates renewable energy application and approval process. Provided advice to the agency's software development team on Azure DevOps best practices and established improved software Application Lifecycle Management processes for the IT department.

North County Transit District
(February 2019 – February 2020)

Implemented a customized software system, based on Microsoft Dynamics 365 and the Microsoft Power Platform, to facilitate customer services activities and enhanced system operations for the agency who runs the public transit system for northern San Diego county. Engineered system integration interfaces with existing call center software, and built a new communication and notification application system to enhance information availability and improved response times during both major and minor emergencies and events.

CA Dept. of Business Oversight
(April 2018- February 2020)

Implemented the upgrade of the department's existing Licensing and business registration database system from Dynamics CRM 2011 to the latest Dynamics 365 Customer Engagement platform. Implemented data migration and architected the new system infrastructure and software system. After upgrade project completion, continued to provide system software maintenance services, including the design of numerous system enhancements and system performance improvements.

CA Dept. of Insurance
(August 2016 – March 2017, May 2018 – February 2020)

Led the development of a Dynamics 365-based system to manage insurance company applications for Dept. of Insurance approval. Implemented public-facing portal utilizing Microsoft Adxstudio 7.0 to streamline the public external application submission process, implemented complex business rules and process flows and to manage the internal approval process. Managed document submittals through Azure. Developed complex integration with online payment system, and integration with the department's internal system web services.

Skills Summary: Dynamics 365 Online, Dynamics CRM 2016 On-premise, Adxstudio Portals 7.0, C#, JavaScript/AJAX, SOAP/REST Web Services, ASP.NET, Visual Studio 2012/2015, SQL Server 2012

CA Dept. of Business Oversight
(December 2015 – February 2018)

Led the development of updates to a licensing and business registration system. Based on Dynamics CRM 2011, the system provided extensive workflow customization and document management capabilities in SharePoint 2013. Provided architectural direction and managed a team to update a 3-year old system. Worked with client to plan upgrade of platform to Dynamics CRM 2016.

Skills Summary: Dynamics CRM 2011, C#, JavaScript/AJAX, SOAP/REST Web Services, ADO.NET, Visual Studio 2012, SQL Server 2008, Active Directory, ADFS, SSRS reports

California Hospital Association
(September 2014 – December 2015)

Led the development of a membership management system to provide the customer with an updated system to track and to provide outreach and advocacy services to their member hospitals. Using Dynamics CRM 2015 as a base platform, created a highly customized application including development of custom plugins and workflows. Developed a custom notification component to provide critical information to stakeholders and administrators responsible for maintaining data integrity.

Skills Summary: Dynamics CRM 2015, C#, JavaScript/AJAX, SOAP/REST Web Services, ADO.NET, Visual Studio 2012, SQL Server 2012, Active Directory, ADFS, SSRS reports

Pondera Solutions
(June 2014 – October 2014)

Provided design and development assistance with updates to an ASP.NET MVC 3.0 application to manage data for Enterprise fraud detection platform. System based on MVC 3, using jQuery UI components for dashboard-style interface. Developed application enhancements and extensive redesign and refactoring to help productize the initial version 1.0 application.

Skills Summary: ASP.NET 4.0, MVC 3.0, C# 4.0, ADO.NET, jQuery, JavaScript, CSS, HTML, TSQL, Visual Studio 2012, SQL Server 2008, IIS 7.0

CA Dept. of Insurance
(Oct 2012 - August 2014)

Lead developer for a case management solution to manage insurance malfeasance investigations. Using Dynamics CRM 2011 as a foundation architecture, developed custom .NET and JavaScript extensions, as well as custom SSRS reports.

Implemented custom integrations with SharePoint, and with numerous existing Oracle databases. Developed JavaScript with web service integration to address validation services, geocoding and Bing maps to deliver a unique data visualization. Developed and delivered a custom one-week training class for the agency developers to teach them CRM customization for maintenance and future development.

Skills Summary: Dynamics CRM 2011/2013, C#, JavaScript/AJAX, SOAP/REST Web Services, ADO.NET, Visual Studio 2010/2012, SQL Server 2008, SharePoint 2010, Active Directory, ADFS

CA Dept. Of Corrections - Health Care Services
(Oct 2011 - Oct 2012)

Developed a custom workflow tracking application to manage medical review of healthcare professionals in prison system. Used Dynamics CRM 2011 with extensive customization to rapidly prototype and deliver customer value.

Developed extensive complicated SSRS reports to aggregate business KPI data, and to manage medical review board activities.

Skills Summary: Dynamics CRM 2011, C#, JavaScript/AJAX, SOAP/REST Web Services, ADO.NET, Visual Studio 2010/2012, SQL Server 2008

CA Dept. of Water Resources
(Oct 2010 - Oct 2011)

Developed three separate web applications to manage state water project data, including dam inspections, groundwater monitoring, and public water system. Was solely responsible for all web service development on the applications to manage business rules and to encapsulate data access, which was provided by Telerik OpenAccess ORM to manage data from an Oracle 11g data store. Developed ASP.NET web form user interface using Telerik user controls.

Skills Summary: ASP.NET 4.0, C# 4.0, ASMX Web Services, jQuery, JavaScript, CSS, HTML, TSQL, Visual Studio 2010, SQL Server 2008, Telerik UI Controls, Telerik OpenAccess ORM, Adobe LiveCycle, IIS 7.0

Additional Software Engineering Experience

Intel, Folsom, CA
Software Engineer, February 2010 – October 2010

Developed test automation system to validate firmware for platform chipset. Utilized C# and .NET application to control and monitor test system to verify proper operation of BIOS and other firmware during system power transitions. Responsible for hardware setup and configuration. Managed Test cases through Rational ClearQuest.

Skills Summary: C# 4.0, Visual Studio 2010, ClearCase/ClearQuest

Cedaron Medical, Davis, CA
Senior Software Engineer, September 2009 – February 2010

Developed .NET based client-server application for managing physical therapy practices, including patient scheduling, data collection and reporting utilizing VB.NET and SQL Server. Performed deployment, user training and support of client-server application for managing cardiac procedure data. Spearheaded efforts to improve development processes and application quality.

Skills Summary: VB.NET 9.0, ASMX Web Services, ASP.NET 3.0, HTML, TSQL, ADO.NET, Visual Studio 2008, SQL Server 2008

Ventyx (formerly Global Energy Decisions, Henwood Energy Services), Sacramento, CA
Lead Software Engineer, April 2007- July 2009

Played an integral role in the research, design, and development of application frameworks in the energy industry. As a member on the company’s architecture team, I was partially responsible for designing and coordinating the development of the application framework and components that were shared among the company’s software products. Mentored and trained developers on other teams in application best practices, design patterns and unit testing.

- Developed new application GUI module in Windows Presentation Foundation (WPF) to provide advanced generic data management and scalable reporting capabilities.
- Designed and implemented application framework in .NET to model time series data, including data model design, configurable security for data auditing and application API development.
- Designed and developed a data migration application for transferring client’s proprietary data to new application data model using C#, including a customized testing framework to verify data translation.
- Implemented extensive unit tests using NUnit and Visual Studio Team System to ensure business rule compliance and to improve product quality with automated testing processes.

Skills Summary: .NET 3.0/3.5, C# 2.1/3.0, Visual Studio 2005/2008, TSQL, ADO.NET, SQL Server 2005, Infragistics Controls, Exceed Grid Control

Ventyx (formerly Global Energy Decisions), Sacramento, CA
Senior Software Engineer, April 2002 - April 2007

- Enhanced application platform library in C#, including development of a pipeline-based system allowing flexible chaining of software components. The system was data-driven, allowing configuration of the system through metadata, and allowing future expansion with minimal effort.
- Developed application module to extract and transform data from platform database in SQL Server 2000. This module was designed to serve as a template for future data transformations, and was applied several times successfully to reduce the development time of bringing new application features to the market.
- Mentored peers and new hires on application development practices, including coding standards, design patterns, and custom application API.
- Managed out-sourced, contract employee for 6-month period, providing design guidance, reviewing code, and reviewing unit test coverage.
- Researched new technology developments and prototyped new application concepts to bring advanced application features to the market.
- Mentored developers to port company's flagship products to VB.NET from Visual Basic 6.0 on a common framework and database structure.

Skills Summary: .NET 1.0/2.0, VB.NET 7.0, C# 1.0/2.2, ADO.NET, Visual Studio .NET, TSQL, SQL Server 2000

Ventyx (formerly Henwood Energy Services), Sacramento CA
Software Developer, June 1998 - April 2002

- Designed and developed N-tier application platform to model electric utility data for the purpose of building multiple integrated applications sharing data and business logic, using Visual Basic 6.0 and SQL Server.
- Designed and developed client-server application to optimize electric system outage planning using Visual Basic 6.0 and SQL Server.
- Enhanced Retail Load management application with a new module for pricing retail electric meter data, developed in VB 6.0 with SQL Server 2000.
- Prototyped and implemented a graphical visualization tool for viewing electrical power plant location topology data, using Excel VBA. The concept was very popular and improved the effectiveness of the company's consultants and facilitated their analysis by improving their ability to quickly drill into the critical aspects of the data.

Skills Summary: Visual Basic 6.0, Visual Studio 6.0, SQL Server 6.5/2000, TSQL, Office/Excel VBA

Enter Software, Inc., Davis, CA
Mechanical Engineer, February 1994 - June 1998

- Developed EfficiencyMap™ performance monitoring software using Visual Basic 5.0 to provide real time analysis of electric power plants. Created interface to online plant distributed control system to transfer real-time plant data to the analysis engine. Created distributed user interface for displaying real time plant data alongside calculated results from analysis engine, using DCOM to push updated calculations as they became available.
- Worked on-site at power facilities with clients configure and deploy EfficiencyMap software system.
- Generated analytical models of power plants utilizing GateCycle™.
- Provided phone technical support for GateCycle™ power system design and modeling software.

Kevin Lu
MCTS, NSTISSI – Manager
Role: Lead Developer

Profile

Mr. Lu is a CRM lead developer with Crowe. He is a Microsoft Certified Technology Specialist (MCTS) focused in Microsoft Dynamics CRM.

Professional and Industry Experience

Mr. Lu has over 8 years of extensive design and development experience in Microsoft Dynamics CRM and Dynamics Portal. Additionally he brings over 12 years in .Net windows and web application development. Furthermore, he is adept at the following key technologies: SSRS reporting, SSIS, WPF, WCF, LINQ, ADO.Net, ASP.Net, ASP.NET AJAX, JavaScript, JQuery, RequireJs, Knockout, HTML/DHTML/CSS, and XML. Mr. Lu has significant experience work as virtual team member and will integrate seamlessly with the local team. He can travel on a limited basis which can be discussed with the project management team.

Education & Certifications

- MA, Computer and Information Science
  - Florida State University | Tallahassee, FL
- MA, Communication Engineering and Information System
  - Chinese Academy of Sciences | Beijing, China
- BA, Communication Engineering and Information System
  - University of Science and Technology of China | Heifei, China
- Microsoft Certified Technology Specialist (MCTS): Microsoft Dynamics CRM Customization and Configuration
- Microsoft Certified Technology Specialist (MCTS): Microsoft Dynamics Application

Client Focus

Services:

- Microsoft Dynamics CRM Migrations
- Microsoft Dynamics CRM Implementations
- Adxstudio Implementations
- CRM Plugin Development
- CRM Custom Workflow Activities
- CRM Customized Actions
- CRM Client Side Development (JavaScript, RequireJS, Knockout, jQuery, CRM Web Resources, CRM entities and forms, Ribbon and Sitemap Customization)
- SSRS Reporting
- Microsoft SQL Server

Industries:

- Public Sector
- Technology, Media and Communications

Representative Clients

- Indiana Economic Development Corporation (IEDC)
- Florida Department of Transportation (FDOT)
- Dominion Dealer Solutions
- California Department of Insurance
- California Department of Business Oversight
- Florida Legislature

Functional Specialties

- IT Governance
- Customer Relationship management (CRM)
- Healthcare
- Finance and Taxing
- Law and Legislature

Summary of Similar Work Performed

Crowe LLP, CRM Architect/Technical Lead

Worked on multiple Dynamics CRM projects. Tasks includes design, code review, Adxstudio, Plugin development, custom Workflows and Workflow Activities, Customized Actions, client side development by using JavaScript, RequireJS, Knockout, jQuery, CRM Web Resources, CRM entities and forms, Ribbon and Sitemap Customization, implementing report using SSRS. Below are some selected projects I was involved in:

- **Dynamics CRM Migration from CRM 2013 to CRM Online 2016** for Indiana Economic Development Corporation (IEDC) – Team Lead
- **IEDC PIMS Portal Migration from On-Premise to Microsoft Azure** – Team Lead
- SharePoint Integration Project for IEDC - Team Lead.
- **DOCQNET Upgrade Project February:** Lead developer responsible for working with the CRM environment as well as Adxstudio. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **IDCM Migration for the California Department of Insurance**: Lead Developer to manage the migration of a complex and very customized CRM solution from CRM2011 to CRM 2016. The solution also migrated SharePoint and other third party tools. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **SharePoint Integration Project for Indiana Economic Development Corporation:** Lead developer to integrate SharePoint web sites with IEDC Dynamics CRM 2015. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **UEZ Web portal for Indiana Economic Development Corporation (IEDC)**: Lead developer to implement ADXStudio Azure portal for IEDC. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **Dynamics CRM 2015 System for Auto Dealerships**: Senior developer to implement plugins, workflows, customized actions, integrated with third party services, code review and mentor junior developers. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.

- **Full life cycle CRM Dynamics 2013 Migration from Salesforce**: Major CRM developer to work on plugins, workflows, form customization, client side JavaScript and html web resources. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **SSRS reporting development for CCP360:** develop and maintain Dynamics CRM reports using Fetchxml and SSRS. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.

CRMPoint.Net, Microsoft Dynamics CRM Technical Lead

Worked on varied Microsoft Dynamics CRM Projects. Tasks included CRM installation, migration and maintenance, customizing CRM entities and forms, Ribbon and Sitemap Customization, Plugin development, creating custom Workflows and Workflow Activities, client side development by using JavaScript and jQuery, CRM Web Resources, implementing report using SSRS, SharePoint Integration, Portal development and Integration, Data Importation and Extraction, etc. Below are some selected projects:

- **AEP Energe Partner Portal:** Created AdxStudio Portal website and integrated it with CRM 2013 and SharePoint 2012. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **New Century Health CRM system:** Major CRM developer to implement plugins, workflows, form customization, client side JavaScript and html web resources, reports to manage the life cycle of service requests, patients, doctor and providers within Microsoft Dynamics CRM 2011. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **AvaTax CRM Integration:** Integrated the AvaTax Tax calculation and Address Validation on Quote, Invoice and Product within CRM2011. JavaScript and Plugin are used to communicate with AvaTax web services. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **Propharma Group CRM2013:** Implemented plugin and workflows to send notifications in all stage of Opportunity. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS.
- **Hanger 10:** Created .Net data importation console application to load data daily from legacy database to CRM2011 by utilizing CRM 2011 SDK. Technologies used include: SQL Server (including SSRS and SSIS), .NET, C#, ASP.Net, XML, HTML, XSLT, Web API, WCF, XSL, JavaScript, Ajax, and TFS..

Sogeti USA LLC, Senior Consultant

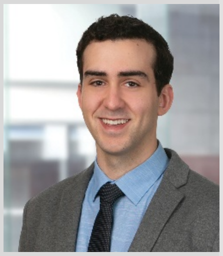
Involved in design and implementation for iterations 5 and 6 of the Florida Senate Leagis Project. Leagis is an end-to-end, integrated, comprehensive legislative solution that provides the Florida Senate with the capability to seamlessly carry out the legislative process from bill drafting to an enrolled bill. It captures all relevant information in one place and makes it available when and where it is needed in the legislative process. My responsibilities include:

- Designed and Implemented Several UI components for Billing Information Application for Florida Senate Leagis System. Heavily using MVP pattern, Transaction Script, Specifications, Fluent Interface, and Stored Procedures.
- Created service façades and transaction scripts to perform CRUD functions against SQL Server
- Using XML, XSLT, WordML, OpenXML2.0 SDK to generate Word 2007 Reports (Language and development tools used include: .Net 3.5 SP1, MSSQL Server, Team Foundation Server, Share Point Server)

Smart Bridge Tech, Senior Software Engineer

Extensive involvement in complete application development life cycle of commercial software, Smart Bridge Suite. The software now is in its third version and used by Florida Department of Transportation (FDOT), Texas Department of transportation (TxDOT), many Consultant Companies and several universities. My responsibilities included product architectural design from business requirements, building Continuous Compilation and Automated Builds environment, development of core modules, writing architectural, design and code documentation, working closely with customers for feature enhancement and bug shooting.

- Lead Developer for Smart Bridge Suite 3.0 (WPF Windows application running using .Net 3.5 SP1)
- Lead Developer for Smart Bridge SA 2.0 (Window Forms application using .Net 1.1)



Timothy Bauguess
Staff Consultant
Role: Software Developer

Profile

Mr. Baugess is a Staff member in Crowe's Applied Technology, Public Sector Services Group, and he is located in our Sacramento office. He has over three years of professional software development experience including experience working with Microsoft .Net custom development, web development, and CRM development and configuration (Microsoft Dynamics 365 and Salesforce). In addition, as the lead software test engineer for Synergex, he led automated testing and quality control activities for Microsoft and Salesforce software implementations.

Professional and Industry Experience

Mr. Baugess has a background in software development. Prior to joining Crowe, Mr. Baugess worked as a software engineer for Synergex International Corporation with multiple responsiblities, including requirements gathering, Microsoft .Net development, Salesforce CRM development, internal training, designing test cases, and automated UI testing.

Education & Certifications

- Bachelor of Science, Computer Science
  - California State University, Sacramento
- Microsoft Power Platform + Dynamics 365 Core Certification (MB-200)
  - Microsoft
- Professional Scrum Master I Certification (PSM I)
  - Scrum.org
- Azure DevOps Assessment (18473)
  - Microsoft
- Cyber Defense and Operations Certification
  - National Security Agency and Department of Homeland Security

Client Focus

Software:

- Microsoft Dynamics 365
- C# / ASP.NET Core
- TFS / Azure DevOps
- Agile / Scrum
- Git / Git Flow
- JavaScript / jQuery
- Java / Apex
- Microsoft Azure
- Salesforce / CRM
- React + Redux
- SQL / SOQL

Industries:

- Technology

Client Listing

North County Transportation District

Role: Software Engineer (Internal Systems) | Date: September 2019 - present

- Development and configuration of Microsoft Dynamics 365 Customer Relationship Management system for NCTD
- Developed custom plug-ins (C#, CRM SDK) for Dynamics 365
- Created a web service (C#, ASP.NET, CRM SDK, Azure) that integrates with custom Dynamics 365 plugins, Canvas PowerApps, and Twilio for the automated creation and sending of targeted group text messages
- Configured Workflows and Actions for Dynamics 365 to automate business processes
- Used Microsoft PowerAutomate to create Flows for Dynamics 365 automation, notifications, and integrations to other services (Laserfiche)
- Provisioned a Dynamics 365 Customer Portal and configured web settings, entity forms, pages, and styling
- Designed and developed an application (Canvas PowerApps) used with Cisco Finesse as the primary Call Center interface for NCTD customer support to create detailed phone call activities and cases that are automatically linked to Dynamics 365 records
- Developed custom JavaScript for internal Dynamics 365 Model-Driven Forms and Dynamics 365 Portal Forms used by customers to submit feedback and requests
- Developed a messaging application (Canvas PowerApps) used to integrate with existing group alert system to receive and send messages with mobile notifications

California Energy Commission

Role: DevOps Engineer | Date: September 2019 – January 2020

- Analysis of Azure DevOps requirements, configuration, development, testing and deployment of the new on-premises ADO system for the Energy Commission
- Adopted best practice development processes including upgrading from TFS 2013 to Azure DevOps Server 2019 and migrating from Team Foundation Version Control to Git
- Implemented a custom process in Azure DevOps for the Renewable Portfolio Standard system following a detailed Application Lifecycle Management plan
- Introduced build and deployment automation using Azure DevOps Server 2019 Build and Deployment Pipelines with an on-premises build server
- Analyzed test options for future development leveraging the Azure DevOps Test Runner and introducing unit, integration, and UI automated tests used with Azure DevOps Build Pipelines
- Set consistent standards for code repository organization and policy for pull requests checking code review approval, work item tracking, build success, and test success
- Provided support and training for Azure DevOps and Git adoption

Synergex International Corporation

Role: Software Engineer (Internal Systems) | Date: January 2019 – August 2019

- Created full stack .NET web services (C#, ASP.NET Core, OData) with React + Redux web application views (JavaScript, HTML/CSS) and databases (SqlServer, SQLite, CosmosDB, InMemory) managed by the EntityFrameworkCore ORM (schema generation, migrations)
- Developed classes, triggers, custom objects, automation, views, and REST services within the Salesforce CRM platform (Apex, Visualforce, JavaScript/jQuery, HTML/CSS)
- Built and maintained fully autonomous CI/CD pipelines using TFS / Azure DevOps for .NET web services that handled building, unit/integration testing, and deploying source changes on commit

- Hosted web services and web applications on Microsoft Azure cloud servers (App Services, Azure Functions) with versioned deployments managed through TFS / Azure DevOps build artifacts
- Utilized popular JS frameworks with React including MaterialUI, Bootstrap, Normalizr, Thunk, etc.
- Experienced with gathering requirements from internal clients in management, marketing, and sales
- Passed TFS / Azure DevOps Assessment 18473 to satisfy requirement to maintain Microsoft Gold Partner

Synergex International Corporation
Role: Lead Software Engineer in Test | Date: August 2018 – January 2019
- Lead a team of 4 engineers in planning and developing a test automation framework (JavaScript, TestComplete) that fundamentally restructured Synergex's approach to testing through creating reusable and repeatedly consistent test components
- Used the new test automation framework to build a reliable suite of automated UI tests ran autonomously in a CI/CD pipeline through TFS / Azure DevOps
- Promoted continuous process improvement as a certified Professional Scrum Master (PSM I) to shorten the development feedback loop and delivery quality results faster
- Established development standards for code quality, style guidelines, consistent code review, and automation built around utilizing TFS / Azure DevOps for work management
- Hired, mentored, and trained team members
- Presented "Software Quality in a Modern Development Team" at the Synergy DevPartner Conference 2018

Synergex International Corporation
Role: Software Engineer in Test | Date: June 2017 – August 2018
- Developed (C#) internal .NET Framework desktop applications (Console Application, WPF) to optimize test and VM management (VMWare Vix, Hyper-V)
- Designed automated UI test suites (JavaScript, TestComplete) to cover new Synergy/DE product areas such as the ODBC driver, .NET Debugger, Repository, and IntelliSense in Visual Studio
- Programmed (C#, MSTest) unit/integration tests for Synergy DBL's Visual Studio extension
- Spearheaded the adoption of development best-practices through introducing TFS / Azure DevOps including version Control (Git), work item tracking (Kanban), source code management (Git Flow), and Agile methodologies (Scrum)

Synergex International Corporation
Role: Intern Software Engineer in Test | Date: February 2017 – June 2017
- Automated UI regression tests for Synergex's Visual Studio Extension (JavaScript, TestComplete)
- Performed automated UI tests on Synergy/DE and the full suite of software development tools built around Synergex's own object-oriented, DIBOL-based language Synergy DBL that can run in multiple environments including natively on .NET (Synergex is a Microsoft Gold Partner).

Midtown Business Association
Role: Software Engineer (Internal Systems) | Date: August 2016 – May 2017
- Created a web application hosted on AWS to process CRUD forms, generate reports, and interface with GeoPal (Java, Angular, HTML, CSS, Bootstrap) on a team of 7 software engineers
- Practiced Agile Methodologies (Scrum) and used development best practices (Git, Jira, Grunt, Maven) while rotating team roles (Scrum Master, Release Coordinator, Project Manager)
- Applied software engineering principles to the design, implementation, and testing of the software product
- Documented and presented the software to the client and stakeholders for feedback in increments

Reed Anderson
CSM, LSSGB – Manager
Role: Business Analyst

Profile

Mr. Anderson is a Manager in Crowe LLP's Consulting practice. He has eight (9) years of experience working with IT projects, with six (7) years specifically in business systems analysis and design.

Professional and Industry Experience

Mr. Anderson is a Certified Scrum Master and Lean Six Sigma Green Belt, specializing in enhancing business processes through technology. He looks for ways to reduce waste in processes, protect against risks and increase efficiency. His passion for human-computer interaction is evident in his user-focsued design philosophy which creates systems users actually use. Prior to joining Crowe, he worked for Xerox Healthcare Services as a Technical Writer, Business Analyst and Project Manager on the California Medicaid Management Information System. He has extensive software development lifecycle experience including requirements gathering, process mapping, business processes reengineering, system design, quality assurance, training, release management, risk mitigation and managing projects through each of these phases.

Professional Affiliations

- Scrum Alliance
- International Institute of Business Analysis (IIBA)

Education & Certifications

- BS, Information Technology and Communication Design
    - CSU Monterey Bay | Seaside, CA
- Certified Scrum Master (CSM)
- Lean Six-Sigma Green Belt (LSSGB)
- MB-716 certified in Microsoft Dynamics 365
- MB-200 Microsoft Power Platform + Dynamics 365 Core

Client Focus

Services:

- Business Analysis
- Project Management
- Quality Assurance
- Documentation

Industries:

- Public Sector

Specialties:

- MS Dynamics 365
- MS Office 365
- MS Power Platform

Client Listing

North County Transit District
Role: Project Manager | Date: May 2018 – Ongoing

Led the project to create a Customer Relationship Management system built on Microsoft Dynamics 365 Customer Engagement for the Customer Service department of North County of San Diego, CA. Led user-story workshops to map the key business processes needed by Customer Service users. Streamlined business processes leveraging the MS Dynamics 365 platform. Managed the development, testing and training efforts through completion of the project. Continue to provide subject matter expertise and training to stakeholders.

CA Department of Business Oversight
Role: Business Solutions Analyst | Date: March 2017 – Ongoing

Provided business analysis, quality assurance and project management services during the upgrade of, and on-going enhancement of the department's DOCQNET system, a customized Microsoft Dynamics CRM designed to facilitate licensing of financial institutions.

CA Correctional Healthcare System
Role: IT Security Analyst | Date: January 2017 – April 2017

Performed IT Security Assessment of the department's policies, procedures and information systems, based on the National Institute of Standards and Technology Special Publication 800-53 rev 3. Findings and recommendations will allow the agency to increase efficiency and reduce their threat exposure to IT security threats.

CA Department of Healthcare Services
Role: Sr. Business Analyst Lead: | Date: May 2015 – January 2017

Led the business analysis team, defined processes and procedures and trained new staff to support the California Medicaid Management Information System (CA-MMIS) across a portfolio of ~80 software development projects ranging from $50K to $2 Million.

Role: Project Manager | Date: August 2014 – May 2015

Managed a portfolio of 8-10 software development projects through Waterfall and Agile Software Development Lifecycles. Created and maintained project schedules, documented and managed risks and issues, and facilitated status and stakeholder meetings.

Role: Business Analyst | Date: July 2013 – August 2014

Elicited business requirements from system SMEs and policy experts. Documented processes and identified waste to improve efficiency. Collaborated with developers to ensure requirements were implemented correctly.

Role: Documentation Specialist | Date: March 2011 – July 2013

Edited complex technical specifications for a business-oriented audience. Produced various stage deliverables adhering to contractual account standards. Organized project documentation into a logical information architecture using MS SharePoint. Documented manual processes in user and procedure manuals using MS Word.

Priyanka Pamnani
PMP, CSM – Senior Staff
Role: Business Analyst

Profile

Ms. Pamnani is a Senior Consultant with Crowe's Public Sector Services unit. She is a Project Management Professional and Certified Scrum Master, specializing in Quality Assurance, Business/System Analysis, Process Improvement, and Systems/Application Support. She has nine (9+) years of diverse experience analyzing business processes, ensuring quality and supporting IT projects, with four (5) years specifically in project management, business systems analysis and design. Ms. Pamnani has direct DOCQNET experience as the Sr. Consultant on the DOCQNET. She met all the program areas to learn how to they use DOCQNET to generate various templates, created specific use cases in TFS regarding the same. She has hands-on experience with Office 365.

Professional and Industry Experience

Prior to joining Crowe, she supported the California Department of Insurance's modernization efforts to transform Legacy Oracle systems to an Dynamics CRM platform solution. She was responsible for requirements elicitation, TFS migration, management, and project oversight. Prior to that, she supported the California Correctional Healthcare System where she developed business process flows to capture business procedures and managed manual and automated testing using UFT 11.5/12.0.

Education & Certifications

- Master of Business Administration (Marketing)
  - Fairleigh and Dickinson University | Teaneck, NJ (FDU)
- Bachelor of Business Administration, Information Technology Management
  - SEMCOM College, Sardar Patel University | Gujarat, India
- Certified Project Manager Professional (PMP)
- Certified Agile Scrum Master, Scrum Alliance (CSM)
- MB-200 Microsoft Power Platform + Dynamics 365 Core

Client Focus

Services:

- Project Management
- Quality Management
- Communications Management
- System Change Management
- Requirements Elicitation and Documentation
- Business Process Analysis, Reengineering, and Design
- Data Analysis/Data Mapping in SQL
- Software Development Lifecycle (SDLC)
- Implementation (Planning, Execution, Post Go-Live Support)
- MS Dynamics CRM Customization
- Quality Assurance Testing (Manual and Automated)
- Technical Documentation

Industries:

- Public Sector
- Technology, Media and Communications

Relative MS Dynamics Experience

- Microsoft Dynamics 365
- Office 365 Suite
- Project Planning
- Requirements Analysis
- Functional and Technical Design Documentation

Representative Clients

- California Department of Business Oversight
- North County Transportation District
- California Department of Insurance
- California Correctional Healthcare Services

Summary of Similar Work Performed

Project Management and Business Analysis Experience

- Led and managed business analysis, development and quality assurance teams in recent years. Instrumental in providing optimal training and mentoring helping multiple new team members make the leap to expert-level professionals through groundbreaking teaching methods.
- Worked with SMEs to understand the legacy applications and additional requirements with new systems.
- Developed use cases to help developers understand requirements and have clear ideas about the business flow.
- Performed data migration from Excel to TFS.
- Streamlined a successful working relationship with business analysts gathering business, functional and technical requirements and creating documents under traditional Waterfall method.
- Collaborated with upper management team to build a release management process that gained exceptionally high reviews from management teams.
- Developed flow diagrams to properly and effective explain the overall business flow and cutting down on confusion.
- Teamed up with testers to create test plan, design specification, case specification documents, case result summaries/requirement Traceability Matrix in a multi-platform environment for complex distributed systems.
- Provided Mentoring and Training to staff in areas of requirement analysis, creating test cases, executing test plan, test cases and other test artifacts.

Technology Experience

- Configured CRM solution with new entities, fields and workflows for Duplicate Organization project at DBO.
- Configured Dynamics CRM 365 by creating new entities, fields and flows for NCTD Project.
- Transformed applications from Legacy Oracle based system to Microsoft Dynamics-based systems working for CDI Menu Modernization Project (CMMP).
- Mastered the use of MS TFS business (functional and non-functional) requirements, test data/run/results.

Proven expert in doing both Manual and Automated testing using UFT 11.5/12.0.

J. Questionnaire – Part I

Mark the appropriate column to indicate if proposer's product meets the requested functionality.

	YES	NO
CONTRACTS		
Manage contract modifications	✓	
Manage supporting documents/agreements	✓	
Manager terms and conditions	✓	
Manage compliance (FAR and other contract clauses)	✓	
Manage and track subcontract agreements	✓	
Workflow management	✓	
Contract life cycle management	✓	
Provide Contract and Document templates by Contract type	✓	
Ability to support complex contract types, such as master and sub agreements	✓	
Ability to pre-populate sub agreements based on the master agreement	✓	
Creation of pre-approved clause and language libraries	✓	
Ability to notify appropriate users of changes made to pre-approved clauses and templates	✓	
ELECTRONIC SIGNATURE		
Built-in electronic signature capability and automated approval routing process	✓	
Built-in Electronic Notary capability	✓	
FINANCIAL		
Supports financial processes	✓	
LEGAL		
Ability to redline, audit trail and version track	✓	
Allow amending and renewing of contract terms and language and ability to notify the parties involved	✓	
PROCUREMENT		
Ability to enter and auto date internal and external comments	✓	
REPORTING		
Configure and save Ad Hoc reports	✓	
Configure and save built-in reports	✓	
Run Reports on Demand or Scheduled	✓	
Configure and save Security Audit reports	✓	
Supplier Performance Reporting	✓	
RENEWALS/NOTIFICATIONS		
Enabled email alerts, escalations and workflow triggers based on specific milestones, thresholds, payment schedules, expiration dates, renewals	✓	
RISK		
Capture details of contractual risk	✓	
Capture details of supplier risk	✓	

	YES	NO
STORAGE		
Data for the City will be stored in the U.S.	✓	
Management of contract storage and retrieval such as scanned images, emails, faxes, etc.	✓	
Store and search by contract terms, contract name or type, supplier name, contract terms, keywords	✓	
SUPPLIERS		
Supplier metrics development and management	✓	
Supplier Scorecards	✓	
Supports automatic monitoring of supplier compliance with contractual terms and conditions	✓	
USERS		
Assign Security Roles for Users for Running Reports	✓	

K. Questionnaire – Part II

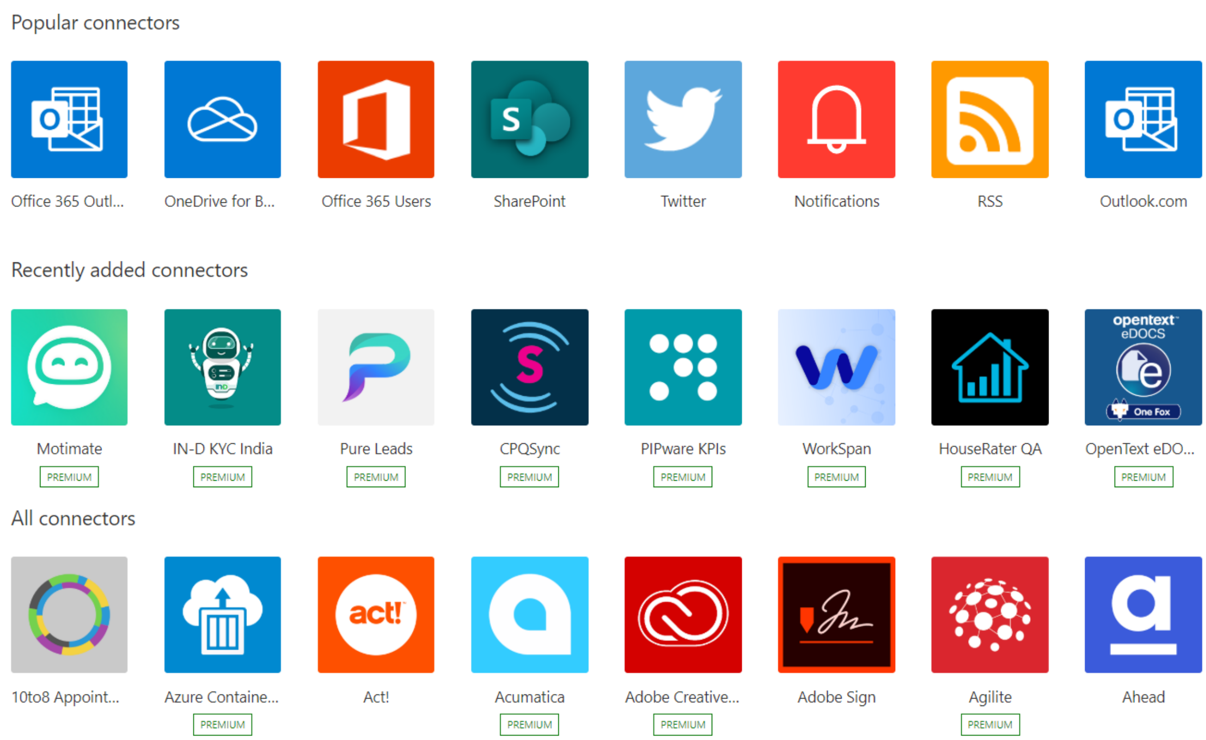
Provide responses for the following questions, within one section, of your proposal.

INTEGRATION

► **1. What software does the system integrate with (example: Active Directory, Exchange, Workday, etc.)?**

The system can integrate with any software that has an API, or it is also possible to expose the API and make the system available to be updated by other systems that have appropriate security roles. Since the solution is based on Microsoft Dynamics it can also a library of over 600+ connects that can automatically connect the solution with a variety of other platforms.

Sample Connectors in Power Automate



An entire list of connectors are available here: https://flow.microsoft.com/en-us/connectors/

► **2. If yes, how is data integrated (APIs, Flat Files, etc.)?**

The system supports data integration through APIs, Flat Files, and Microsoft Power Automate.

IT

► 3. What are the minimum browser requirements?

Users can access the model-driven apps with the most recent versions of these popular browsers:

- Microsoft Edge (recommended: Chromium-based Edge)
- Chrome
- Firefox
- Safari
- Internet Explorer (not recommended)

► 4. How are current contracts migrated into the new system?

Depending on how contracts are stored there is an export process that is performed from the source system. Fields are then maps to fields in Contract Manager and the data is loaded into the system through the flat file process.

► 5. How would we migrate OUT to another system if needed? What is the exit strategy cost?

Your data will be hosted on the Microsoft Cloud. Export options include:

1. Exporting Flat Files to Excel
2. Using Microsoft Azure to export all of your data to a SQL database that can then be downloaded.
3. Using the Dynamics API to programmatically extract all of your data.
4. Using a third-party tool such as Scribe to migrate data from the system.

► 6. Is integration in real time or a nightly update?

This depends on the system that we are integrating with. In general API integration can happen in near-real time which flat file type of integration run on a nightly basis.

► 7. Is there a helpdesk? What are the hours of access to the helpdesk?

Yes, Crowe provides Tier 2 support through e-mail or portal requests. Response times are generally less then 24 hours.

► 8. What is the historical availability of the system?

Greater then 99.9%. Service level agreements for the Microsoft cloud can be found here: https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=15888

► 9. How are the updates and upgrades handled? What is the frequency?

Updates are automatically rolled out twice per year.

► 10. What are the procedures of notification and handling of a possible data breach?

Please refer to the SLA for the Microsoft cloud: https://www.microsoftvolumelicensing.com/Downloader.aspx?DocumentId=15888

STORAGE

► **11. Data for the City will be stored in the U.S. Where are the servers located? Are there any compliance certificates with the environment (ISO27001, SAS 70 Type II, etc.)?**

Microsoft hosts your data inside the US in a FedRAMP compliant environment.

► **12. Store and search by contract terms, contract name or type, supplier name, contract terms, keywords. What is the search capability?**

Search Capability is extensive and configurable. Searches can be performed by contract terms, contract name or type, supplier name, contract terms, and keywords. The advanced search functionality can build out queries to find any data in the system, theses queries can be stored and saved as personal views which can be shared across users.

► **13. Is there a file size limit for the number of contracts or other documents that can be stored?**

There is no limit to the number of contracts. Your database size includes:

- 15GB of data storage (excludes file uploads)
- 2GB of Audit Log Storage

You are allocated 1TB of SharePoint storage plus an additional allotment based on the number of Contract Manager License Procured.

Files will be uploaded to SharePoint.

► **14. How will the City's information be secured w/in the system?**

Microsoft's Government Cloud is FedRAMP Compliant.

► **15. What level is the data encrypted in rest and transport? When do backups occur? Automatic? Manual?**

Microsoft's Government Cloud is FedRAMP Compliant.

USERS

► **16. Can unlimited users by assigned?**

Yes, only limited by the number of licenses.

► **17. Ability to report on task completion?**

Yes, this can be easily displayed on a dashboard or view.

► **18. Individual dashboard capability?**

Yes, Individuals can build their own dashboards.

► **19. Can various levels of access be assigned based on user role?**

Yes, security roles are role based and additive so you can stack security roles on a user.

L. Addendum No. 2

Crowe acknowledges receipt of Addendum No. 2, and we have attached a copy of the Addendum to this proposal.

ADDENDUM NO. 2

Date: July 2, 2020

Bid Due Date: July 20, 2020, 3:00 P.M. (Local Time)
~~July 7, 2020, 3:00 P.M. (Local Time)~~

Bid Name: Contract Management Software

Bid Number: FADM-200038-DS

NOTE: This Addendum has been issued to the holders of record of the specifications.

The original Specifications remain in full force and effect except as revised by the following changes which shall take precedence over anything to the contrary:

1. The question submittal deadline has passed; no additional questions will be answered.

2. The RFP Time Table has been revised as follows:

Deadline for uploading of proposals	July 20, 2020 (3:00 p.m. local time)
Evaluation/Selection process	July 28, 2020
Oral presentations via Zoom, if conducted	Week of August 3, 2020
Projected award (recommendation) date	Week of August 3, 2020
City Commission approval, if needed	September 2020
Projected contract start date	November 2020

3. The updated public bid opening information via Zoom is provided below. Attendance (live viewing) is not required, but you must register to join the meeting.

   When: Jul 20, 2020 03:00 PM Eastern Time (US and Canada)

   Register in advance for this meeting:
   https://zoom.us/meeting/register/tJYqceCorD8iGdHyljOzaT5dCjLx1afUM5dv

   After registering, you will receive a confirmation email containing information about joining the meeting.

4. Questions and Answers:

Question1: What is the estimated number of users for the Contract Management system? I would appreciate any insight you can share. The number can be a rough estimate and will not be considered a commitment on your part.

Answer1: We will have one administrator and approximately 35 users.

Question2: Electronic Signature:

Built-in electronic signature capability and automated approval routing process
Built-in electronic Notary capability (Please expand on this capability)

Answer2: The City currently utilizes Adobe Sign for signatures and then the agreement is paper routed for a wet ink notary if needed. The City's IT department is looking in to adding (if available) electronic notary through Adobe. Docusign already has electronic notary capability, which eliminates the need for the notary's stamp. DocuSign eNotary allows you to sign and notarize documents electronically. Notaries in select jurisdictions can use DocuSign eNotary to electronically witness and authenticate the execution of documents. ... Notaries in select jurisdictions can use DocuSign eNotary to electronically notarize documents.

Question3: Suppliers:

Supplier metrics development and management
Supplier Scorecards
Supports automatic monitoring of supplier compliance with contractual terms and conditions (Does the City currently use a platform to monitor compliance?)

Answer3: The City does not currently have contract compliance software in place.

Question4: How many of the following types of users will use the Contract Management Software solution: Internal users (City employees)? External stakeholders (Contractors, Consultants)? System Administrators (City IT Department/Helpdesk)?

Answer4: Internal users – 25-30; External stakeholders – 0; System Administrators – 2-3.

Question5: In the RFP, Part 10 – Exhibits, Questionnaire – Part I, please provide additional information concerning the "Built-in Electronic Notary capability" requirement. Does the City use a third-party legal services provider that can electronically "stamp" and notarize legal documents for the City? Or can a workflow be configured in the Contract Management solution wherein a third-party notary can provide a simple electronic approval of a contract (i.e., no notary stamp and no physical signature)? Or can DocuSign be used to send a fully signed contract to a notary who then uses the software to add their stamp and an electronic version of their signature to the contract?

Answer5: The City currently utilizes Adobe Sign for signatures and then the agreement is paper routed for a wet ink notary if needed. The City's IT department is looking in to adding (if available) electronic notary through Adobe. Docusign already has electronic notary capability, which eliminates the need for the notary's stamp. DocuSign eNotary allows you to sign and notarize documents electronically. Notaries in select jurisdictions can use DocuSign eNotary to electronically witness and authenticate the execution of documents. ... Notaries in select jurisdictions can use DocuSign eNotary to electronically notarize documents.

Question6: In the RFP, Part 9 – Sample Contract, Section 10 (Termination), subsection A, will the City agree to change the terms as follows: "If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least thirty (30) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the thirty (30) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law."?

Answer6: ***City is agreeable to the change to 30 days.***

Question7: In the RFP, Part 9 – Sample Contract, Section 12 (Intellectual Property and Work Product), subsection A (Ownership and Publication of Materials), will the City agree to change the terms as follows: "All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto solely in conjunction with the City's use of Contractor prepared materials. No material produced in whole or in part under the Contract Documents, except for Contractor's intellectual property, may be copyrighted or patented in the United States or in any other country without prior written approval of the City."?

Answer7: ***City is willing to change the language as follows:*** "Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein. No material produced in whole or in part under the Contract Documents, except for Contractor's Intellectual Property in paragraph 12B, below, may be copyrighted or patented in the United States or in any other country without prior written approval of the City."

Question8: In the RFP, Part 9 – Sample Contract, Section 14 (Contractor's Assurances), will the City agree to change the terms as follows: "Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the Invitation to Bid and be of the highest quality. In the event the City, in the City's sole discretion, determines than any product or services supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the Invitation to Bid, the City reserves the right unilaterally to cancel an order or cancel this Contract after providing at least thirty (30) days written notice to the Contractor. If such defect or non-conformity continues unremedied during the thirty (30) day period, the City may cancel the order or cancel this Contract and reduce commensurately any amount of money due the Contractor."?

Answer8: ***City is agreeable to the change to 30 days.***

Question9: How many employees does City of Gainesville employ?

Answer9: ***Approximately 2,500.***

Question10: What is the anticipated user-count of the new Contract Management Software?

Answer10: ***Internal users (City employees) (25-30), External stakeholders (Contractors, Consultants) (0), System Administrators (City IT Department/Helpdesk) (2-3)***

Question11: What is City of Gainesville's budget for the Contract Management Software solution, including subscription price and implementation costs?

Answer11: ***Budget is $30,000 - $45,000.***

Question12: Will the contract management system be hosted by CobbleStone (SaaS) or deployed on your organization's server (on-premise)?
Answer12: ***Hosted.***

Question13: How many total users will require log-on access to add contracts, edit, delete, approve, search, etc.?
Answer13: ***Searching: 25-30, Drafting: 10-20, Approving: 1-10, Administering: 1-5***

Question14: Will there be data migrated / imported into Contract Management Software?
Answer14: ***Yes.***

Question15: How many columns/fields are currently tracked in the current spreadsheet/system?
Answer15: ***56.***

Question16: How many total electronic Records (rows in excel spreadsheet) and how many total electronic files in current/legacy system?
Answer16: ***Excel: 540, Legacy: 1200-1500, maybe more-unsure of an exact number***

Question17: How many total legacy (historic) electronic contract files will be imported into the Contract Management Solution?
Answer17: ***2,500-4,500..***

Question18: Where are the legacy (historic) electronic contract files currently stored (shared folders, SharePoint, document management system, etc.)?
Answer18: ***City's internal network drive and SharePoint.***

Question19: What third-party systems do you anticipate will be integrated with the Contract Management Solution? Please provide system details (system name, database used, home-grown or commercial) if applicable. Will this be an ongoing data integration or a one-time data import?
Answer19: ***Would like an integration with Workday if possible, this is not a deal breaker though. Will be ongoing for a while as different department agreements are fully gathered***

Question20: What data will your organization be passing in the data integration between the Contract Management Solution and other third-party systems?
Answer20: ***Vendor information, contract search, bid documents.***

Question21: Are the other systems installed/deployed on your organization's server(s) or is the vendor hosting the software (cloud/SaaS)?
Answer21: ***Cloud.***

Question22: What agreement types would you like to start authoring within the system (number of templates)?
Answer22: ***10-15 Service Agreements, Contracts, SOWs, Amendments, etc.***

Question23: Is your organization eligible to purchase off the GSA Schedule 70? If yes, would you like GSA pricing in the bid response or retail pricing?

Answer23: ***Yes, we are eligible to purchase from that schedule. All bidders are expected to offer their best pricing.***

Question24: What is the desired timeline for software go-live?
Answer24: ***November.***

Question25: Are there any anticipated blackout dates?
Answer25: ***No.***

Question26: Has a budget been determined for the license and implementation of a solution? If so, what is the approximate estimate?
Answer26: ***Budget is $30,000 - $45,000.***

Question27: Are there any other objectives (other than those stated in the overview document) that are driving this initiative?
Answer27: ***The City is centralizing the contract process for all departments.***

Question28: Is this project part of a larger internal initiative and/or transformation project (i.e. Source-to-Pay solution, Quote-to-Cash, ERP, etc.)?
Answer28: ***City is implementing Workday and plans to go live next year***

Question29: What is the strategic/financial impact of this project for your department and the organization as a whole?
Answer29: ***Strategic: minimal time to signature, minimal changes to language, minimal risk, adherence to contract process.***
Financial: Tracking expirations/renewals, avoiding breach of contract, maintaining compliance.

Question30: Is there an option to do nothing?
Answer30: ***No, there are many contracts amongst many depts., we need a solution for centralization and organization***

Question31: What is the expected date for selection of a solution?
Answer31: ***August.***

Question32: What is the expected "Go Live" date for the selected solution?
Answer32: ***November.***

Question33: Are there any repercussions for missing the above selection and go-live dates?
Answer33: ***City desires to implement as quickly as possible.***

Question34: Does the budget for this project fall within your current fiscal year?
Answer34: ***Yes.***

Question35: Who is the executive sponsor for this initiative?
Answer35: ***There is not one.***

Question36: What roles and departments are represented among the steering or selection committee for this project?
Answer36: ***Finance-Contract Administrator, IT-Director.***

Question37: What third party consultant(s) are being engaged in the selection and/or are anticipated to be engaged in the selection or implementation of the selected solution?
Answer37: None.

Question38: What are the biggest challenges for the business users within the current contracting process?
Answer38: Project Managers not being able to log in to their own portal to see where an agreement is in process – they have to wait on the Contract Coordinator for updates.

Question39: What are the top 3 critical capabilities or features required of the selected solution?
Answer39: Centralized repository, automated workflows, e-signature support.

Question40: Which of the business (functional) requirements outlined are required for use within the first year of solution deployment?
Answer40: Workflow Management, Templates, Legal Redlines/Markups, and Electronic Signature.

Question41: Which of the business (functional) requirements outlined are required for use by and within the second year of solution deployment?
Answer41: Centralized repository search capabilities, language libraries/templates, and reports.

Question42: Which of the business (functional) requirements outlined are required for use by and within the third year of solution deployment?
Answer42: Ad hoc reports, vendor supplier performance.

Question43: Which of the business (functional) requirements outlined would be categorized as "nice to have versus "required"?
Answer43: See below…

<u>Required:</u>	***<u>Nice to Have:</u>***
Manage Contract Notifications	***Manage compliance***
Manage supporting documents/agreements	***Document templates***
Manage terms/conditions	***Prepopulate agreements***
Manage/track subcontract agreements	***Language libraries***
Workflow Management	***Financial processes***
Master /sub agreement support	***Ad Hoc Reports***
User notification	***Supplier performance rating***
Electronic Signature	***Contractual/Supplier Risk***
Redline/Version/Audit Track	***Supplier metrics/scorecards/compliance***
Standard Reports	***Numbering system***
Amending/Renewing	
Procurement to enter/auto date comments	
Alerts/Escalations/Triggers	

Question44: Please describe the expected phases and timeline expectations for deploying the selected solution?
Answer44: First 6 months: a generalized contract flow-tracking/signatures/notifications/current agreement migration. 6mos-1yr: all contracts migration, standardized templates.

Question45: Approximately how may current contracts should be migrated to the selected solution?
Answer45: 2,500-4,500.

Question46: How are the current contracts to be migrated stored (machine-readable PDFs, non-machine readable scans, both)?

Answer46: 90% PDFs.

Question47: What are the top success factors for the project and how will they be measured?

Answer47: FACTORS: -efficient signature flow, -all parties meet their contractual obligations, -migration of dept. agreements, -minimal risk, -maximum compliance by all parties MEASURED: tracking contract value, tracking compliance, tracking risk. I assume measures will come through running pre-configured reports w/in the software

Question48: How many employees within the represented user community will be drafting, reviewing, approving, and/or administering contracts within the selected solution?

Answer48: Drafting: 10-20, Approving: 1-10, Administering: 1-5.

Question49: What general roles will be involved within the contract request, review, approval, and administration process?

Answer49: Request: Project Managers, Review: Legal/Risk/IT/Procurement, Approval: Department Head, ACM's, CM, Legal, Risk, IT, Grants, Facilities, Administration: Contract Administrator.

Question50: Approximately how many different contract review and approval workflows should be supported by the selected solution?

Answer50: Up to 11: Project Manager, Department Head, Assistant City Manager, Legal, Risk, IT, Grants, Facilities, Fleet, Procurement, City Manager.

Question51: What triggers (contract type, contract value, business group, geography, etc.) will be used to direct paths within contract review and approval workflows within the selected solution?

Answer51: Contract type, value and group.

Question52: Approximately how many contract templates will need to be managed within and generated by the selected solution?

Answer52: 10-15.

Question53: For which contracts is a "self-service" capability required within the selected solution?

Answer53: All, to the extent that departments can log in to their portal to see where an agreement is in process.

Question54: Are any e-signature tools used by the organization today and, if so, which one(s)?

Answer54: Adobe Sign.

Question55: Which system will be leveraged for Single Sign On (SSO) and does it support SAML 2.0?

Answer55: The City uses ADFS 3.0 which supports SAML 2.0

Question56: How are contract requests, review, and approval managed currently?

Answer56: Emails and Adobe.

Question57: Who (or which group) will manage contract renewals and terminations?

Answer57: The Contract Administrator with alerts from the selected software.

Question58: Which systems will be required to integrate with the selected solution?

Answer58: **Workday would be nice but not a requirement.**

Question59: What metrics and reports should be made available as "standards" for users (by role) within the selected solution?
Answer59: ***Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Depts, Dates, Milestones.***

Question60: How many contracts (and total size) should be migrated into the selected solution?
Answer60: ***2,500-4,500.***

Question61: Is there a preference for On-Site vs. Cloud architecture?
Answer61: ***Prefer Cloud.***

Question62: What level of automation for approvals do you expect for different contract types?
Answer62: ***Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Departments, Dates, Milestones.***

Question63: Are current contracts currently stored with associated metadata?
Answer63: ***No.***

Question64: Is the expectation that the user interface be presented in multiple languages as well as the contracts?
Answer64: ***No.***

Question65: What is the approximate annual volume of new contracts to be managed in the selected solution?
Answer65: ***500-600.***

Question66: RFP Requirement: “Supports financial processes. Can you please elaborate on what the various financial processes are?
Answer66: ***Will mainly be handled in the City’s Workday, not sure of other functions, would like to see options.***

Question67: RFP Requirement: “Capture details of supplier risk”. Can you please provide an example of supplier risk details or metrics that you would like to track?
Answer67: ***Insurance Requirement by supplier type, indemnification.***

Question68: How many contracts does the City manage in Excel today?
Answer68: ***Around 500-750.***

Question69: How many contract templates does the City maintain (i.e. NDAs, SOWs, MSA’s, Work Orders, etc.)?
Answer69: ***SOW-around 100, NDA-0, MSA-100, Work Orders-100.***

Question70: How many metadata fields will need to be captured?
Answer70: ***15-25, for example:***

- ***Contract Originator***
- ***Contract Author***
- ***Contract Creation***
- ***Third Party (such as software)***

- ***Template (in house)***
- ***Vendor Data***
- ***User***
- ***Product Spec's***
- ***Custom Fields***
- ***Document Version (track revisions)***
- ***Approval / Signature Users***
- ***Dates/Deadlines/Length/Milestones***
- ***Type of Contract***
- ***User Group***
- ***Contract Outcome***
- ***Contract Score (potentially)***

Question71: How many vendors does the City have in their current supplier database?
Answer71: Approximately 1,600.

Question72: Does the City currently have a sourcing tool? Is there a tool in place for users to place orders with vendors through hosted and/or punchout catalogs? What about for processing and managing payables/invoices?
Answer72: Currently no. Workday has the functionality but we do not plan to use it. Invoices come from the vendor directly to the department but once we go live w/ Workday, vendors will send invoices directly to A/P.

Question73: Could you please elaborate on the needs in the "Financial" heading under Section 2.2 of the RFP document? Is there a need for full AP automation or something more basic than that such as PO Flip capabilities?
Answer73: No, will be handled in Workday once we go live next year.

Question74: Can you please clarify the need for the "Risk" elements in Section 2.2? Does the tool need to have a risk module, or simply take risk into account through the lens of the suggested modules?
Answer74: Would be helpful to have a risk module although not 100% necessary.

Question75: Would the City consider respondents who propose a full end-to-end Source-to-Pay tool as it would be the most efficient and effective way to address the challenges at hand, as well as have complete visibility and integration from start to finish?
Answer75: No, because this is already covered in Workday.

Question76: Could you confirm that the Price Proposal can be included in the same document as the Technical Proposal?
Answer76: There is no requirement to have two separate documents; one document with both portions included is acceptable.

Question77: **External Comments –** The procurement section indicates that the system should be able to capture external comments. Can you clarify who these external stakeholders are? In particular, are they outside legal counsel, or vendors participating in a procurement, or advisory boards?
Answer77: They are City Procurement staff, making comments on individual agreements

Question78: **Financial Processes –** Can you elaborate on what types of financial processes you would like the new contract management system to facilitate?
Answer78: Will mainly be handled in the City's Workday, not sure of other functions, would like to see options.

Question79: **Data Migration –** Does the city anticipate executing a migration of data from the current Excel files, and other sources, to the new contract management system? If so, do you anticipate a need for data cleanup/consolidation as part of this effort?
Answer79: Data migration will take place through PDF uploads and excel file migration, minimal cleanup should be needed.

Question80: **Dashboarding –** Is there a need or interest in dashboard capabilities for the new contract management system?
Answer80: Yes, dashboards for Individual Users would be great.

Question81: **User Base –** Approximately how many users does the city anticipate using the contract management solution?
Answer81: 25-40: Department Assistants, Project Manager, Department Head, Assistant City Manager, Legal, Risk, IT, Grants, Facilities, Fleet, Procurement, City Manager.

Question82: **Security –** What types of roles are needed to implement?
Answer82: Request: Project Managers
Review: Legal/Risk/IT/Procurement
Approval: Department Head, Assistant City Manager's, City Manager, Legal, Risk, IT, Grants, Facilities
Administration: Contract Administrator.

Question83: How many users are expected to interact with the system? Please breakdown usage by the following:
Full time – in the system all day, every day
Part time, or occasional users – in the system occasionally daily or less
Concurrent users – users who are in the system at the same time
Answer83: Full time – 25-30; part time or occasional – 10-15; concurrent: 15-20.

Question84: Please describe the expected Financial Process Support
Answer84: Will mainly be handled in the City's Workday, not sure of other functions, would like to see options.

Question85: Please provide the names of any software products that have been reviewed prior to the release of this RFP.
Answer85: N/A.

Question86: Have funds been budgeted for this solution?
Answer86: Yes.

Question87: What is your proposed project budget?
Answer87: Budget is $30,000 - $45,000.

Question88: We typically propose a train the trainer approach to solution training, is that an acceptable training strategy?

Answer88: ***Yes.***

Question89: Do you prefer a hosted or premise-based solution? If hosted do you require Fed RAMP certification?
Answer89: ***Hosted (cloud). No, we do not require a Fed RAMP certification.***

Question90: If a premise-based solution is preferred do you expect the vendor to provide hardware, network operating software and database licenses?
Answer90: ***Yes.***

Question91: Are you seeking a cloud-based file-sharing product to securely exchange red-lined marked up contract documents with third-party vendors?
Answer91: ***Yes.***

Question92: Can you provide details surrounding the estimated number of contract and document templates?
Answer92: ***2,500-4,500; 10-15 templates.***

Question93: Please elaborate on what functionality you expect related to capturing details of contractual and supplier risk.
Answer93: ***Insurance Requirements by supplier type, indemnification.***

Question94: What types of supplier metrics would you like us to track? Please provide an example of the automatic monitoring of supplier compliance that you expect.
Answer94: ***Active contracts, Expiring Contracts, Contract Amounts, Contract Volume by Depts., Dates, Milestones. Supplier Compliance: Risk, Insurance, Milestones***

Question95: Regarding Sample Contract - What's the scope of 12A?
Answer95: ***Refer to Answer7.***

Question96: Regarding Sample Contract - What insurance do they want for the property damage insurance? Our brokers said that it does not make sense how they phrase it. Seems like they copy pasted what was for the professional liability insurance.
Answer96: ***General Liability and Auto Liability are required.***

Question97: Regarding Sample Contract - For the professional liability insurance, can you clarify what "the $N/A per occurrence combined single limit for bodily injury and property damage"? Is the City still expecting a coverage?
Answer97: ***This should be N/A – not applicable.***

The following answers are in response to a bidder's red-lined exceptions to the ITB's *Sample Contract* (attached as "A" at end of this document with Answer# reference added to identify the question):

Answer98: ***5. Delivery Schedule, A., Delivery Location and B., Delays - The exceptions are rejected as immaterial/unnecessary at this time. Once a contract is in place, there will be no delays.***

Answer99: ***7. Indemnification - Bidder is allowed to take exception to this language. However, the expectation is that the bidder would clearly state why a condition is not applicable or***

offer an alternative for consideration. It is likely that training would occur through video calls.

Answer100: ***8. Insurance - Bidder is allowed to take exception to the condition. However, the expectation is that the bidder would clearly state why a condition is not applicable or offer an alternative for consideration.***

Answer101: ***10. Termination, B. – This exception is rejected.***

Answer102: ***12. Intellectual Property and Work Product, B. - Adding "To the knowledge of the Contractor" and deleting "warrants that it" (owns or has rights to use all intellectual property...) is not acceptable. Adding "third party software and" is acceptable Deletion of "or process or product is an infringement of a…" is not acceptable. C. – Adding "Working Product Ownership…" is acceptable only if the last sentence is changed to read "The City supplier database <u>or any other City-owned material</u> is not subject to this Work Product Ownership…".***

Answer103: ***13. Records and Right-To-Audit – The addition of "reasonable" is not acceptable and the confidential guidelines are not acceptable as they may be contrary to public record laws. The other additions are acceptable.***

Answer104: ***14. Contractor's Assurances – All additions of the word "material" and "materially" in the paragraph are not acceptable. Deleting "…of the highest quality." is not acceptable. Addition of "…the services which meet a standard of care equal to service providers…"is not acceptable to City.***

Answer105: ***19. Force Majeure – Addition of "acts, orders, regulations" and "(except for the City's payment obligations)" are not acceptable. The other additions/deletion are acceptable.***

Answer106: ***27. Assignment of Interest – Addition is acceptable to the City.***

The following answers are in response to another bidder's exceptions to the ITB's *Sample Contract* (attached as "B"at end of this document with Answer# reference added to identify the question):

Answer107: ***1. Effective Date and Term of Contract – We are writing an initial 3-year contract which allows for1 (2) year extension.***

Answer108: ***4. Contract Documents - City does not agree to delete the solicitation documents from the contract.***

Answer109: ***5. Delivery Schedule – TOTE clause remains.***

Answer110: ***6. Compensation/Payment - We are writing an initial 3-year contract which allows for1 (2) year extension.***

Answer111: ***7. Indemnification – If the awarded contractor is not coming onto City property, then City is agreeable to substituting an intellectual property infringement indemnification by the Contractor.***

Answer112: ***8. Insurance - If the awarded contractor is not coming onto City property, then insurance requirements would not be applicable.***

Answer113: ***10. Termination - City is open to adding mutual language for rights and remedies in the event of breach by either party.***

Answer114: ***12. Intellectual Property – The RFP contract's language seems consistent with bidder's statement.***

Answer115: ***13. Audit – If the awarded contractor is only supplying software and not performing services, then this requirement would not be applicable.***

Answer116: ***14. Contractor Assurance - Contractor's software product should meet the specifications so this requirement will remain.***

Answer117: ***15. Warranties - No warranties are contained in the RFP's contract, so the City accepts this statement.***

Answer118: ***17. Dispute Resolution - City is amenable to adding mediation as a prerequisite to filing suit. Jury trial waiver is acceptable for this software contract.***

Answer119: ***18. Attorney's Fees and Costs - This is acceptable to City.***

Answer120: ***19. Force Majeure - This is acceptable to City.***

Answer121: ***21. Default and Remedies – No particular remedy was stated, so no response from City is necessary.***

Answer122: ***27. Assignment of Interest - Acceptable, with approval of City which shall not be unreasonably withheld.***

Answer123: ***30. Construction - This is acceptable to City, so long as Crowe accepts that our RFP remains.***

Answer124: ***32. Exhibits - This is acceptable to City.***

5. Find attached:

- Prohibition of lobbying in procurement matters
- Attachment "A"
- Attachment "B"

ACKNOWLEDGMENT: Each Proposer shall acknowledge receipt of this Addendum No. 2 by his or her signature below, **and shall attach a copy of this Addendum to its proposal.**

CERTIFICATION BY PROPOSER

The undersigned acknowledges receipt of this Addendum No. 2 and the Proposal submitted is in accordance with information, instructions, and stipulations set forth herein.

PROPOSER: Crowe LLP

BY: Esteban Salinas, Partner-Principal

DATE: July 20, 2020

41-424 Prohibition of lobbying in procurement matters

Except as expressly set forth in Resolution 060732, Section 10, during the cone of silence (formerly black out period) as defined herein no person may lobby, on behalf of a competing party in a particular procurement process, City Officials or employees except the purchasing division, the purchasing designated staff contact. Violation of this provision shall result in disqualification of the party on whose behalf the lobbying occurred.

Black out period means the period between the issue date which allows for immediate submittals to the City of Gainesville Purchasing Department for an invitation for bid or the request for proposal, or qualifications, or information, or the invitation to negotiate, as applicable, and the time the City Officials and Employee awards the contract.

Lobbying means when any natural person for compensation, seeks to influence the governmental decision making, to encourage the passage, defeat, or modification of any proposal, recommendation or decision by City Officials and Employees, except as authorized by procurement documents.

A
PART 9 – SAMPLE CONTRACT

CONTRACT FOR CONTRACT MANAGEMENT SOFTWARE

THIS CONTRACT ("Contract"), entered into on the_day of____________________, 2020 between the CITY OF GAINESVILLE, a Florida municipal corporation, ("City"), **insert address** and ____, ("Contractor"), **insert address**, taken together, shall be known as "Parties".

WHEREAS, clauses that briefly describe project and history of project (if applicable)

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. EFFECTIVE DATE AND TERM OF CONTRACT.

The term of the Contract shall be one year, commencing on contract execution and terminating three years after execution. The Contract may be extended for one (1) additional two-year period, upon mutual agreement of the Parties.

2. MULTI-YEAR CONTRACT.

The obligations of the City as to any funding required pursuant to this Contract shall be limited to an obligation in any given year to budget and appropriate from legally available funds, after monies for essential City services have been budgeted and appropriated, sufficient monies for the funding that is required during that year. Notwithstanding the foregoing, the City shall not be prohibited from pledging any legally available non-ad valorem revenues for any obligations heretofore or hereafter incurred, which pledge shall be prior and superior to any obligation of the City pursuant to this Contract.

3. SCOPE OF SERVICES.

<u>Project or Product or Service Description:</u>

,as more specifically described in the Specifications.

4. CONTRACT DOCUMENTS.

A. The Contract consists of the following documents, whether attached to this Contract or incorporated by reference (collectively the 'Contract Documents'):

i. Contract;
ii. Addenda to Bid Documents (*attach and identify by title, number and date*);
iii. Bid Documents (*attach and identify by title, number and date*); and
iv. Contractor's response to Bid documents (*attach and identify by title, number and date*).

B. The Contract Documents constitute the entire contract between the City and Contractor. In the event of conflict or inconsistency between the Contract Documents, the order of precedence for interpretation shall be the order in which the Contract Documents are listed above. Conflict or inconsistency within a particular contract document shall be resolved by having the more specific reference to the matter prevail.

A

~~5. DELIVERY SCHEDULE: *(to be included for goods)*~~ #98

~~The delivery schedule is hereby defined as the period which will elapse between receipt of a purchase order and the arrival of the materials or equipment at the designated point of delivery. Meeting specified delivery schedules is of the essence of this Contract and is a significant part of the performance of the Contract. Failure to meet such schedules may result in Termination of the Contract as described in Paragraph 10 of this Contract.~~

~~**A DELIVERY LOCATION:**~~

~~**All materials or equipment shall be bid F.O.B. Gainesville, Florida.**~~

~~**B. DELAY**~~

~~**Notwithstanding the delivery schedule, the City shall have the right to delay the delivery for up to three months as necessary or desirable and such delay shall not be deemed a breach of contract, but the delivery schedule shall be extended for a period equivalent to the time lost by reason of the City's delay.**~~

~~**If the project for which the delivery is required is stopped or delayed for more than three months, either in whole or in substantial part, and either the City or Vendor elects to terminate the Contract because of such delay, if such stoppage or delay is due to actions taken by the City within its control, Vendor's sole remedy under the Contract shall be reimbursement for costs reasonably expended in preparation for or in performance of the work to the date of termination.**~~

~~**[OR]**~~

5. TIME FOR PERFORMANCE (*To be included for services, if needed*)

The Parties agree that time is of the essence for the Scope of Services. Contractor shall complete the work on or before [date].

~~**[OR]**~~

5. ~~**PARAGRAPH 5 INTENTIONALLY OMITTED.**~~

~~*[In some contracts, there is no need to put a provision in for completion. For instance, if you have hired a janitorial service on an annual contract, there would not be a need to have a time of performance or completion date]*~~

6. COMPENSATION/PAYMENT.

City will pay Contractor in an amount not to exceed ($amount bid if lump sum or budget amount if annual agreement) for the term of the contract. Payment shall be based upon (*describe whether City is paying on an hourly basis, or for a percentage of work completed, amount of material delivered or some other measurement).*

City shall make payments in accordance with the Local Government Prompt Payment Act, Sections 218.70, et. seq. Florida Statutes.

7. INDEMNIFICATION.

#99

Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the City, Contractor shall indemnify the City, its officials, agents and employees, and hold it harmless from third party suits, actions, damages, liability, expenses, losses and costs, including ~~, but not limited to~~ reasonable attorney's fees in connection with loss of life, bodily or personal injury, or property damage arising from ~~or occasioned by~~ any act or omission or negligence or intentional wrongdoing on the part of the Contractor and other persons employed or utilized by the Contractor.

A

~~[OR]~~

A

Except for the amount, if any, of damage contributed to, caused by, or resulting from the sole negligence of the City, t~~T~~he Contractor agrees, at its sole cost and expense, to indemnify, hold harmless, and defend the City and its officers, employees, and agents from all third party liabilities, damages, losses, claims, suits, causes of action, costs, or expenses ~~of any kind or nature~~, including ~~but not limited to~~ reasonable attorneys' fees, for personal injury, death or~~,~~ property damage~~, or any other losses~~ that arise from ~~or are in any way connected with~~ the negligence, recklessness, or intentional wrongful conduct of the Contractor and its officers, employees, and agents under the performance of this Contract. In effectuating the above, the Contractor shall at its sole expense assume and defend not only itself but also the City from any such claims, even if the claim is groundless, false, or fraudulent, provided the City retains the right to participate in the defense with its own counsel or counsel of its choosing at the City's own expense for attorneys' fees. This indemnification is not limited in any way by a limitation of the amount or type of damages or compensation payable by or for the Contractor under workers' compensation, disability, or other employee benefit acts, or the acceptance of insurance certificates required by this Contract, or the terms, applicability, or limitations of any insurance held by the Contractor. The City does not waive any rights against the Contractor that it may have by reason of this indemnification because of the City's acceptance of Contractor's insurance policies required by the City, and this indemnification applies to all damages and claims for damages of any kind suffered regardless of whether such insurance policies are determined to be applicable to any such damages or claims for damages. Nothing contained in this Contract may be interpreted as a waiver of the City's sovereign immunity as provided in Section 768.28, Florida Statutes, or as denying the City any remedy or defense available at law.

This section and indemnification will survive and be in full force and effect after any termination or expiration of this Contract.

8. INSURANCE.

#100

A. During the term of this Contract, Contractor shall maintain insurance as follows:

Workers' Compensation insurance	providing coverage in compliance with Florida Statutes
Professional Liability insurance	$N/A per occurrence combined single limit for bodily injury and property damage
Public Liability insurance (other than automobile) consisting ofbroad form comprehensive general liability insurance including contractual coverage	$1,000,000 per occurrence combined single limit for bodily injury and property damage
Non-owned Automobile Liability ~~insurance~~	$500,000 per occurrence combined single limit for bodily injury and property damage
~~Property Damage~~ insurance	~~$N/A per occurrence combined single limit for bodily injury and property damage~~

B. Prior to the effective date of this Contract, Contractor shall provide to City a certificate of insurance certifying such insurance and naming City as additional insured and that City will be notified in writing at least thirty (30) days before any such insurance is canceled~~or materially changed~~.

C. Insurance must be written by a company licensed to do business in the State of Florida and satisfactory to City.

9. SOVEREIGN IMMUNITY.

Nothing in the Contract Documents shall be interpreted as a waiver of the City's sovereign immunity as granted under Section 768.28, Florida Statutes.

A

#101

10. TERMINATION.

A. If the Contractor fails to observe or perform in accordance with the Contract Document (a "Default"), then the City, after providing at least ten (10) days written notice to the Contractor of the Default and the City's intent to terminate if such Default continues unremedied during the ten (10) day period, may terminate this Contract without prejudice to any other rights or remedies the City may have under this Contract and Florida law.

B. This Contract may be terminated by the City, without cause, upon sixty~~thirty~~ (6~~3~~0) days written notice to the Contractor. In the event this Contract is so terminated, the Contractor shall be compensated for services rendered through the effective date of the termination.

11. INDEPENDENT CONTRACTOR.

Contractor shall be considered an independent contractor and as such shall not be entitled to any right or benefit to which City employees are or may be entitled to by reason of employment. Except as specifically noted in the Contract Documents, Contractor shall be solely responsible for the means, method, techniques, sequences, and procedures utilized by the Contractor for the full performance of the Contract Documents.

12. INTELLECTUAL PROPERTY AND WORK PRODUCT.

#102

A. Ownership and Publication of Materials. All reports, information, data, and other materials prepared by the Contractor pursuant to the Contract Documents, except those separately identified in the Scope of Services or in other written agreements between the Parties, are owned by the City. The City has the exclusive and unrestricted authority to release, publish or otherwise use, in whole or in part, information contained therein and relating thereto. No material produced in whole or in part under the Contract Documents may be copyrighted or patented in the United States or in any other country without prior written approval of the City.

B. Intellectual Property. To the knowledge of the Contractor, Contractor ~~warrants that it~~ owns or has rights to use all intellectual property used for the scope of each project, including patent rights, copyrights, or other intellectual property rights, except with respect to any third party software and designs, processes or products of a particular manufacturer expressly required by the City ~~[or process or product is an infringement of a patent, copyright or other intellectual property, the Contractor shall promptly give City [and Professional if applicable] written notice of the infringement~~.

C. Work Product Ownership. Any copyrightable works, ideas, discoveries, inventions, patents, products, or other proprietary information developed in whole or in part by Contractor in connection of this Contract, will be the exclusive property of the Contractor. The City supplier database is not subject to this Work Product Ownership provision, and remains the property of the City.

~~B.~~

13. RECORDS AND RIGHT-TO-AUDIT.

#103

Contractor shall maintain records sufficient to document completion of the scope of services established by the Contract Documents. Upon reasonable prior written notice, t~~T~~hese records shall be subject at all reasonable time during regular business hours to review, inspect, copy and audit by persons duly authorized by the City provided, however, that all reasonable measures shall be taken by the City and its authorized persons to prevent unnecessary disruption to Contractor's operations and respect the Contractor's security and confidentiality guidelines . These records shall be kept for a minimum of three (3) years after termination of the Contract. Records that relate to any litigation, appeals or settlements of claims arising from performance under this Contract shall be made available until a final disposition has been made of such litigation, appeals, or claims.

14. CONTRACTOR'S ASSURANCES. #104

Contractor warrants that the goods and services supplied to the City pursuant to this Contract shall at all times materially~~fully~~ conform to the specifications set forth in the Invitation to Bid. Contractor shall provide its services and meet its obligations under this Contract in a timely manner, using knowledge for performing the services which meet a standard of care equal to service providers similar to Contractor on similar projects~~ and be of the highest quality~~. In the event the City, in the City's sole discretion, determines than any product or services supplied pursuant to this Contract is materially defective or does not materially conform to the specifications set forth in the Invitation to Bid~~,~~, the City shall promptly notifies the Contractor in writing outlining the specific details upon discovery in order to provide the Contractor with the opportunity to cure ~~-~~such material defect or non-conformity within 30 days. If such efforts by Contractor to cure are unsuccessful, the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice and receive a refund of all pre-paid and unused fees. ~~[and an opportunity to cure if applicable] to the Contractor, and reduce commensurately any amount of money due the Contractor.~~

15. WARRANTY.

[are there specific warranties requested in the bid? If so, list them here or reference them here]

16. PUBLIC RECORDS.

Florida has a very broad public records law and certain records of a contractor may be considered public records. Accordingly, by entering into an agreement with the City, contractor must:
1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (**telephone number, e-mail address, and mailing address**).

http://www.cityofgainesville.org/ClerkOfTheCommission/PublicRecordsRequests/RequestingaPublicRecord.aspx

17. DISPUTE RESOLUTION

Except as otherwise provided in this Contract, any dispute concerning a question of fact or of interpretation of a requirement of the Contract which is not disposed of by mutual consent between the parties shall be decided by the City Manager or designee, who shall reduce the decision to writing and furnish a copy thereof to the parties. In connection with any dispute proceeding under this clause each party shall be afforded an opportunity to be heard and to offer evidence in support of its version of the facts and interpretation of the Contract. The City Manager or designee shall make such explanation as may be necessary to complete, explain or make definite the provisions of this Contract and the findings and conclusions shall be final and binding on both parties. Pending the final decisions of a dispute hereunder, Contractor shall proceed diligently with its performance of the Contract in accordance with the preliminary directions of the City Manager or designee.

18. ATTORNEY'S FEES AND COSTS.

The prevailing party to any litigation filed in state or federal court, shall be entitled to attorney's fees and costs, including any attorney's fees and costs incurred on appeal.

19. FORCE MAJEURE (not needed if paragraph 5 is blank)

#105

If the performance of the Contract is delayed by or if the failure to perform the services is due to~~by~~ acts of God, terrorism, pandemic, explosion, flood, ~~,~~fire, lightning, earthquake, cyclone, acts, orders, regulation, strikes or labor difficulties, or without limiting the foregoing, other such cause completely beyond the control of either the City (except for the City's payment obligations) or the Contractor, then the time for completion of the Contract shall be extended for a period equivalent to the time lost by reason of any of the aforesaid causes.

~~[OR]~~

19. ~~**PARAGRAPH INTENTIONALLY OMITTED**~~ **A**

A

20. APPLICABLE LAW AND VENUE.

This Contract shall be governed by and construed in accordance with the laws of the State of Florida, notwithstanding any Florida conflict of law provision to the contrary. In the event of any legal action under this Contract, venue shall be in Alachua County, Florida.

21. DEFAULT AND REMEDIES.

The non-breaching party shall have available all remedies at law.

22. NOTICES.

Any notices from either party to the other party must be in writing and sent by certified mail, return requested, overnight courier service or delivered in person with receipt to the following:

CITY:	CONTRACTOR:
City of Gainesville	**Insert Contractor's Information**
Insert Department Name	
Attn:	
Insert Address	

23. SEVERABILITY.

If any provision of this Contract is declared void by a court of law, all other provisions will remain in full force and effect.

24. INTEGRATION/MERGER.

This Contract, together with the attached bid documents, contains the entire contract and understanding of the Parties regarding the matters set forth herein and supersedes all previous negotiations, discussions, and understandings, whether oral or written, regarding such matters. The Parties acknowledge that they have not relied on any promise, inducement, representation, or other statement made in connection with this agreement that is not expressly contained in this Contract. The terms of this Contract are contractual and not merely recital.

25. MODIFICATION AND WAIVER.

The provisions of this Contract may only be modified or waived in writing signed by all the Parties. No course of dealing shall be deemed a waiver of rights or a modification of this Contract. The failure of any party to exercise any right in this contract shall not be considered a waiver of such right. No waiver of a provision of the Contract shall apply to any other portion of the Contract. A waiver on one occasion shall not be deemed to be a waiver on other occasions.

26. CAPTIONS AND SECTION HEADINGS.

Captions and section headings used herein are for convenience only and shall not be used in construing this Contract.

27. ASSIGNMENT OF INTEREST. #106

Neither party will assign or transfer any interest in the Contract without prior written consent of the other party. Such consent shall not be unreasonably withheld, conditioned or delayed. Contractor may seek the assistance of Contractor's affiliated entities in the performance of this Contract. Notwithstanding the foregoing, the Contractor may assign this Contract in its entirety, without consent of the other party, to Contractor's affiliated entities or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets.

28. SUCCESSORS AND ASSIGNS.

The Parties each bind the other and their respective successors and assigns in all respects to all the terms, conditions, covenants, and provisions of this Contract.

29. THIRD PARTY BENEFICIARIES.

This Contract does not create any relationship with, or any rights in favor of, any third party.

30. CONSTRUCTION.

This Contract shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the Parties. It is recognized that both Parties have substantially contributed to the preparation of this Contract.

31. COUNTERPARTS.

This Contract may be executed in any number of and by the different Parties hereto on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument.

32. EXHIBITS.

All exhibits attached to this Contract are incorporated into and made part of this Contract by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement, or caused to be executed by their duly authorized officials, on the day and year first written above.

NAME OF COMPANY:

Signature:________________________________

Print Name: ______________________________

Title:____________________________________

Date: ____________________________

CITY OF GAINESVILLE:

Signature:___________________________________

Print Name: _________________________________

Title:_______________________________________

Date: ____________________________

APPROVED AS TO FORM AND LEGALITY

____
City Attorney

B

CONFIDENTIAL

CONFIDENTIAL: Exceptions to the RFP (refer to Part 4, 4.5 Exception to the RFP)

Crowe has reviewed the Sample Contract for Contract Management Software (“Contract”) provided for in this RFP. Should Crowe be selected to engage in negotiations for a final agreement, Crowe shall request a number of modifications to the Contract. Further, it appears that the Contract contains certain boilerplate provisions that do not appear to be applicable to the requested software license (e.g., provisions relating to services); if selected to negotiate a final contract, Crowe will seek to discuss the removal or appropriate modification of such inapplicable clauses. Crowe understands that both parties reserve their respective rights to negotiate appropriate and mutually acceptable provisions prior to execution of any Contract should Crowe be considered for final negotiations. Areas to be negotiated include, among others, the following:

§	Subject	Comment	
1	Effective Date and Term of Contract	There is a discrepancy between the Term of the Contract (one year) and the termination three years after execution.	#107
4	Contract Documents	Because this is a license for Crowe software, Crowe would expect such license to be under its terms which are appropriately designed for the software. Other documents identified (and, therefore, the order of precedence) should not apply.	#108
5	Delivery Schedule	Crowe rejects any requirement that “time be of the essence” due to the cooperative nature of the relationship and Crowe’s dependency upon other parties.	#109
6	Compensation/ Payment	Crowe’s software is licensed on a subscription basis with a fee due on a mutually agreed schedule. Use of the software is dependent upon continued payment of fees. As previously indicated, it is not clear whether the City intends that the “Term” be one year or 3 years.	#110
7	Indemnification	Given the principal nature of this relationship (licensing of software), Crowe does not believe that an indemnity for bodily injury and tangible property damage to the extent caused by Crowe is pertinent or applicable. Implementation Services, if any, would be provided under a separate service agreement. Crowe would be willing to agree to provide an intellectual property infringement indemnity under Crowe’s standard terms, which are consistent with the market for software licensure. Crowe is not amenable to any other indemnities.	#111
8	Insurance	Given the nature of this relationship (licensing of software), Crowe does not believe that the Insurance requirement is pertinent or applicable.	#112
10	Termination	Additional rights and remedies must be available to Crowe in the event that the City defaults under the license agreement.	#113
12	Intellectual Property	All intellectual property pertaining in any way to Crowe’s software is, and shall remain, the exclusive property of Crowe. The output of that software (e.g., reports) and the data provided by the City shall belong to the City. The City may use any reports generated by the software for its own internal business purposes only. In lieu of a warranty of non-infringement, Crowe will provide a standard infringement indemnity.	#114

CONFIDENTIAL

§	Subject	Comment	
13	Audit	Crowe does not understand what need there may be to audit Crowe in conjunction with the provision by Crowe of a software license. This appears to be more applicable to the performance of services. Crowe would expect the right to audit the City's use of Crowe software to ensure compliance with the license terms.	#115
14	Contractor Assurance	Crowe makes no assurances in conjunction with the software.	#116
15	Warranties	Crowe specifically disclaims all warranties.	#117
17	Dispute Resolution	Crowe requests a fair and reasonable dispute resolution process, as well as a jury trial waiver.	#118
18	Attorney's Fees and Costs	Crowe rejects the prevailing party fees provision.	#119
19	Force Majeure	Crowe requests the imposition of a standard Force Majeure provision which would recognize causes beyond the commercially reasonable control of a party as excusing such party while in effect.	#120
21	Default and Remedies	This provision must be qualified to the extent that a given remedy is expressed to be an exclusive remedy within the Contract.	#121
27	Assignment of Interest	As the owner of the intellectual property behind the software, Crowe must have the right to assign its rights to an acquirer of the software.	#122
30	Construction	Whether such provision is appropriate depends upon the actual process of negotiation.	#123
32	Exhibits	Most of the exhibits do not pertain to the license and should not be appended.	#124