

REQUEST FOR PROPOSAL

#6797

***HR/FINANCIAL NEEDS ASSESSMENT AND
SYSTEM SELECTION CONSULTANT***

FOR

**Washtenaw County
*FINANCE/HUMAN
RESOURCES/INFRASTRUCTURE
MANAGEMENT***

Issued By:

Washtenaw County Purchasing
Administration Building
220 N. Main Street
Ann Arbor, MI 48104

Beth A. Duffy, CPPB
(734) 222-6761



Proposal Submitted by:

Please type Bidder's Company Name & include as proposal cover



WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764
www.purchasing.ewashtenaw.org

RFP #6797

August 14, 2014

Washtenaw County Purchasing Division on behalf of Finance/Human Resources/Infrastructure Management is issuing a sealed RFP #6797 for HR/Financial Needs Assessment and System Selection Consultant.

Sealed Proposals: Vendor will deliver one (1) **unbound original** and five (5) **bound copies each with the pricing page flagged** to the County location specified below. In addition, vendor will also deliver an electronic copy on a USB drive, CD-RW, or DVD in pdf format to the location specified below:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Basement
Ann Arbor, MI 48104**

By Friday, September 12, 2014 at 4:00 pm EST

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Your proposal submission envelope(s) must be clearly marked *including FedEx & UPS package labels* "**SEALED RFP#6797**"
- Please direct purchasing and procedural questions regarding this RFP to Beth A. Duffy **via e-mail only** to duffy@ewashtenaw.org
- Please direct technical questions regarding this RFP to Catherine Jones **via e-mail only** at jonesca@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

I. PROPOSAL DEFINITIONS

Definitions

“Bidder”	An individual or business submitting a bid to Washtenaw County
“Contractor/Vendor”	One who contracts to perform services in accordance with a contract
“County”	Washtenaw County in Michigan
“Department”	Finance/Human Resources/Infrastructure Management

II. TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the CONTRACTORS qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded and negotiations would be undertaken with that CONTRACTOR whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the CONTRACTOR to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **one (1) original and five (5) copies** (one copy unbound) and an electronic version in pdf format, submitted on CD-RW, DVD or USB drive must be at the County as indicated on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight-forward, concise description of the CONTRACTOR'S ability to meet the requirements of the RFP. Proposals must be typed. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal. *CONTRACTOR shall ensure that proposals are submitted using both sides of recycled paper whenever practicable.*

F. In the event, the County receives two or more bids from responsive, responsible bidders, one or more of whom are Washtenaw County Contractors and the bids are substantially equal in price, quality and service, the County shall award the contract to the most responsive, responsible Washtenaw County Contractor. For purposes of this section, Washtenaw County Contractor means a company which has maintained its principal office in Washtenaw County for at least six (6) months. Maintaining a Washtenaw County P.O. Box, is not, in and of itself, sufficient to establish a company as a Washtenaw County Contractor. The County shall have sole discretion under this section to determine if a company qualifies as a Washtenaw County Contractor and if two or more bids are substantially equal.

G. The initial award of this contract shall be for a period of 1 year(s), with an option to renew an additional 1 year up to two times, pending agreement by both parties.

H. CONFLICT OF INTEREST. Contractor warrants that to the best of contractor's knowledge, there exists no actual or potential conflict between contractor and the County, and its Services under this request, and in the event of change in either contractor's private interests or Services under this request, contractor will inform the County regarding possible conflict of interest which may arise as a result of the change. Contractor also affirms that, to the best of contractor's knowledge, there exists no actual or potential conflict between a County employee and Contractor.

I. The bidder shall be responsible for all costs incurred in the development and submission of this response. Washtenaw County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a bidder, the evaluation of an accepted response, or the selection of finalists. All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of Washtenaw County and will not be returned to the bidder.

J. Any responses, materials, correspondence, or documents provided to Washtenaw County under this solicitation are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.

III. VENDOR SPECIFICATIONS

The proposal shall include **all** of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

- A. The responding vendor's qualifications, years in business, years providing type of service requested in this RFP, number of full time personnel, total number of clients, number of clients that are similar to Washtenaw County, any legal action in the past 5 years against your firm and staff profiles and resumes of the individuals that will be working with the County including the individual who will be leading the project.

(Attach as Addendum A)

- B. References: List three (3) references from current corporate or government customers. Government references are preferred. Include name, contact name and phone number. Also include summarized description of the work performed for each reference.

(Attach as Addendum B)

- C. A detailed description of the process that will be employed to complete each section of the scope of services. Include a description of proposed costs associated with the project broken down using the categories listed in the Scope of Services.

(Attach as Addendum C)

- D. Review contract provisions and insurance requirements. Note any limitations on any of the articles or providing insurance requirements as outlined in the contract provisions contained in Sample Contract.

(Attach as Addendum D)

IV. AWARD

Award will be made to the lowest responsive, responsible bidder, with most relevant experience and best qualifications. However, the award may not be based solely on low bid alone.

V. SPECIFICATIONS

I. Project Background Information

Currently the County is using JD Edwards EnterpriseOne Xe as its HR/Financial software package. The County is looking for a HR/Financial ERP system that is built specifically for governments. The County understands that to take advantage of a reduced price and still maintain the level of functionality there is potential that current processes might need to be adjusted to accommodate the new software package.

Additional Relevant Details about Washtenaw County

Transaction and Operating Volumes	Value
Organization	
County population	350,000
County general fund budget	\$104,000,000
Number of financial system users (total)	272
Number of financial system users (concurrent)	100
Current Technology Environment and Standards	
Virus Scanning Software	Microsoft Forefront
Internet Browser	MS Internet Explorer 8.0 (11 soon)
PC Operating System	Windows 7
Relational Database Platform	Oracle or SQL Server
Firewall	Juniper
Server Platform/Vendor	Virtual Windows Servers (2012)
Enterprise Document Management Platform	OnBase
Network Protocol/Vendor	TCP/IP
General Ledger	
Fiscal year end	December 31 st
Number of funds	1,332
Number of manual journal entries in 2013	3,120
Project/Grant Accounting	
Number of open project / grant accounts	298
Fixed Assets	
Fixed asset tagging capitalization threshold	Dependent on Asset Type
Fixed asset reporting capitalization threshold	\$5,000
Purchasing	
Number of regular purchase orders (monthly)	432
Number of purchasing vendors	4,980

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Accounts Payable	
Frequency of accounts payable check runs	2 Check and 2 ACH (weekly)
Number of active accounts payable vendors	3,918
Accounts Receivable and Cash Receipting	
Number of accounts receivable customers	200
Number of cash receipts (monthly)	600
Pooled Investment Mgt. And Interest Allocation	
Number of bank accounts	12
Number of investment pools	2
Number of individual investments	75
Number of interest earning funds	689
HR/Payroll	
Number of employees and retirees	1,296 full-time and part-time employees, 903 temporary employees, 867 retirees
Payroll frequency	Bi-weekly for employees, monthly for retirees
Timekeeping software interface	Custom in-house application
Recruitment/Hiring	Custom in-house application
Performance Management	Custom in-house application
Benefits/Open Enrollment	Custom in-house application

Modules in Production with Current Software

The County utilizes both Financial and Human Resource tools with their current software (JD Edwards) and has the following specific modules:

- Accounts Receivable/Cash Receipts
- Accounts Payable
- General Accounting
- Budget
- Fixed Assets
- Job Cost
- Human Resource Management Foundation
- Benefits Admin
- Position Control
- Payroll
- Government Reporting
- Procurement
- Address Book

Third Party Software Tools

The County also uses the following third party software tools that integrate with JD Edwards:

- QSoftware – A security tool that allows for easier management and functionality.
- Create!Form – forms for W2, 1099, PO and etc., sending emails to vendors
- Sympro – interest allocation for the Treasurer’s Office
- OnBase – Enterprise content management system used for workflow for contracts, files and documentation.
- Insight – Reporting tool for JD Edwards

II. Scope of Services

The following tasks describe in detail the expectations and deliverables.

Task #1: – Needs Assessment (Feb – Mar, 2015)

The County will need support in creating a baseline of needs for each business area, including HR, Finance, IT and end users. The needs assessment should be high level and should not go down to the current process levels. It is recognized that benefit can be obtained from best practices built into the processes available in many of the software packages written for governments. The main goal of the needs assessment is to understand the outcomes the County must produce: reports, data, electronic money transfer, etc... If the system can produce the required outputs needed, the County can be successful. The areas for the needs assessment have been outlined below. These can be adjusted if a better method is identified by the selected consulting firm.

- a) Capture and articulate the system outputs for each business area. This will include reports, data, electronic money transfer, automated workflow, etc. This can also include outputs that they cannot currently produce such as a real time Comprehensive Annual Financial Report (CAFR) report.
- b) Identify any internal processes/controls at the County that are different from best practices provided by the tools that we will be evaluating.
- c) Capture all systems that are currently integrated with our Financial/HR System and any system that could be beneficial to integrate in the future.

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Task #2 – Creation of RFP Specifications (Apr – May, 2015)

Creation of RFP Specifications will include the following components:

- a) Assisting County staff in preparing comprehensive technical and functional specifications based on the needs assessment work using the Washtenaw County RFP boilerplate language for the purchase, installation, and implementation of a single software solution with integrated Human Resources and Finance components.
- b) Assisting in developing criteria, requirements, and documents for vendor evaluation and prototype demonstrations.
- c) Identifying potential HR/Financial software vendors and facilitating questions and responses throughout a subsequent RFP process.

Task #3 – Evaluation and Selection Process

The Consultant will assist County staff in evaluating vendor proposals, coordinating and facilitating on-site prototype demonstrations from vendors and potential site visits to agencies using prospective vendors' system, and selecting one or more vendors from whom the County would enter into contract negotiations.

- a) Evaluating the proposals in conjunction with County staff.
- b) Coordinating and facilitating on-site demonstrations and potential site visits. The County wants to focus heavily on interviews and demos with existing customers that have used the tool for several years and are as similar to the County as possible.
- c) Final selection of vendor and implementation plan in conjunction with County staff.

Task #4 – Contract Negotiation

Once the software vendor has been selected, the Consulting firm will assist the County as needed during the contract negotiations.

III. Preliminary Project Schedule

The preliminary project schedule:

DATE	ITEM
August 14, 2014	RFP issue date
September 12, 2014	Proposal deadline by 4:00pm
September 16, 2014	Short list for selection
September 17 – October 2, 2014	Phone interviews / Presentations
October 10, 2014	Consultant selection
Feb – Mar, 2015	Complete needs assessment
April - May, 2015	Complete specifications for RFP
May - August, 2015	Release RFP, analyze responses and select supplier
2015 - 2016	Implement software
Jan 1, 2017	Go live

VI. **SAMPLE STANDARD PROVISIONS FOR CONTRACTS**

SERVICE CONTRACT
(NAME OF CONTRACTOR)

CR _____

AGREEMENT is made this _____ day of _____, 2014, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and (NAME OF CONTRACTOR) located at (CONTRACTOR'S ADDRESS) ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will (SPELL OUT SCOPE OF SERVICE)

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an annual amount not to exceed (SPELL OUT DOLLAR AMOUNT).

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to (DEPARTMENT HEAD TITLE) and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract is for a three (3) year term (**change as necessary**) which begins on (MONTH, DAY, YEAR) and ends on (MONTH, DAY, YEAR) with an option to extend for two (2) additional one (1) year periods.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies

shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Washtenaw County c/o: INSERT DEPARTMENT & CR# _____, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee,

commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$11.64 per hour with benefits or \$ 13.65 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before April 30, 2014 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents

while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVI - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

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This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ARTICLE XXII – ELECTRONIC SIGNATURES

All parties to this contract agree that either electronic or handwritten signatures are acceptable to execute this agreement.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Verna J. McDaniel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONTRACTOR

By: _____
(DEPARTMENT HEAD) (DATE)

By: _____
(CONTRACTOR'S NAME) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

PRICE SHEET

NOTE: The price sheet will be the primary means to compare bid submissions for award recommendation.

Task	Est. Hrs. (Washtenaw County Personnel)	Est. Hrs. (Supplier)	Supplier Hourly Fee	Cost
Task 1 – Needs Assessment			\$	\$
Task 2 – Creation of RFP Specifications			\$	\$
Task 3 – Evaluation & Selection Process			\$	\$
Task 4 – Contract Negotiations			\$	\$
Estimated Travel Expenses			N/A	\$
Total Project				\$

SIGNATURE PAGE

_____ Signature	_____ Company Name
_____ Print Name	_____ Company Address
_____ Title	_____ City, County, St. Zip
_____ Telephone #	_____ Fax #
_____ Federal Tax ID #	_____ Email Address for Purchase Orders

The above individual is authorized to sign on behalf of company submitting proposal.

Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Signature page must be signed, boxes checked below, and returned as part of vendor proposal.

By checking this box we hereby certify that we are a Washtenaw County company. If proven otherwise, company may be subject to Disbarment and/or Suspension of doing business with Washtenaw County.

By signing this bid submission, I certify that I and/or my corporation, company, limited liability company, business association, partnership, society, trust or any other non-governmental entity, organization or group is not an "Iran linked business" as defined by P.A. 517 of 2012 (MCLA 129.311 et seq)("Act").

I understand that under the Act, an "Iran linked business means an individual or one of the above-listed groups who engages in investment activities in the energy sector of Iran, including, but not limited to, providing oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied gas for Iran's energy sector or a financial institution extending credit to another person to engage in investment activities in Iran's energy sector.

I further understand that "investment activity" is defined by the Act as an individual or one of the above listed groups that invests \$20,000,000.00 or more in Iran's energy sector or a financial institution that extends credit to another person, if that person uses the credit to engage in "investment activity" in Iran's energy sector.