

Contract Review Sheet

Contract for ServicesIT-5561-23 - Am2

Title: ERP Consultant

Contractor's Name: Plante & Moran PLLC

Department: Information Technology DepartmentContact: Toby Giddings

Analyst: Sandra FixsenPhone #: (503) 588-5047

Term - Date From: October 18, 2023Expires: December 31, 2028

Original Contract Amount: \$ 1,381,555.00Previous Amendments Amount: \$ 305,000.00

Current Amendment: \$ 87,320.00New Contract Total: \$ 1,773,875.00Amd% 28%

Outgoing Funds☒ Federal Funds☐ Reinstatement☐ Retroactive☒ Amendment greater than 25%

Source Selection Method: 20-0260 Request for ProposalRFP# IT1254-22

Description of Services or Grant Award

Consulting Services for an Enterprise Resource Planning System including project management, needs assessment, RFP development, vendor selection, and ERP implementation services.

Amendment 1 is to add Change Management Consultant Services to the Contract.

Amendment 2 is to add Modernization of the County's Chart of Accounts.

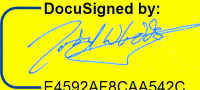
Desired BOC Session Date: 10/2/2024Contract should be in DocuSign by: 9/11/2024

Agenda Planning Date: 9/19/2024Printed packets due in Finance: 9/17/2024

Management Update: 9/17/2024BOC upload / Board Session email: 9/18/2024

BOC Session Presenter(s) Jeff WhiteCode: Y

REQUIRED APPROVALS

DocuSigned by:  
  
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Finance - ContractsDateContract SpecialistDate

Legal CounselDateChief Administrative OfficerDate



MARION COUNTY BOARD OF COMMISSIONERS

# Board Session Agenda Review Form

Meeting date: October 2, 2024

Department: Information Technology

Title: ERP Consultant

Management Update/Work Session Date: September 17, 2024 Audio/Visual aids ☐

Time Required: 5 min Contact: Toby Giddings Phone: x5047

Requested Action: approve Amendment 2 to add the modernization of the County's Chart of Accounts

Issue, Description & Background: Consulting Services for an Enterprise Resource Planning System including project management, needs assessment, RFP development, vendor selection, and ERP implementation services.  
Amendment 2 is to add the modernization of the County's Chart of Accounts to the Contract.

Financial Impacts: \$87,320.00

Impacts to Department & External Agencies: none anticipated

List of attachments: IT-5561-23 Amendment 2

Presenter: Jeff White

Department Head Signature:   
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**Marion County**  
OREGON

**AMENDMENT 2 to IT-5561-23**  
**the CONTRACT FOR SERVICES**  
**between**  
**MARION COUNTY and PLANTE & MORAN PLLC**

This Amendment No. 2 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2023 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Plante & Moran PLLC, hereafter called Contractor.

**RECITALS**

WHEREAS, Contract IT-5561-23 was executed October 18, 2023.

WHEREAS, Amendment 1 amended the Contract to include ERP Change Management Consultant Services.

WHEREAS, County and Contractor wish to amend the Contract to include the modernization of the County's Chart of Accounts.

**AMENDMENT**

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~strike through~~):

**2. CONSIDERATION.**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, which includes any allowable expenses, is \$1,773,875.00 ~~\$1,686,555.00~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. Allowable expenses are defined in Exhibit A §2.C. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT A**  
**STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

**A. GENERAL INFORMATION**

- v. Chart of Accounts Modernization - Timeline and Fees is attached hereto as Exhibit F.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**xii. Task #9 – Chart of Accounts Modernization**

Contractor shall provide Chart of Accounts (COA) Modernization Services for County related to the implementation of the new ERP system. Objectives to the modernization include the ability to:

- Produce the financial statements easily and primarily from the ERP solution for all levels of the organization.

- Summarize data from the lowest level to report on financial statements while allowing financial operations to drill down into the detail
- Be able to provide supporting detail for all audit requirements (financial statement, Schedule of Federal Awards – SEFA, grants, etc.)
- Improve reporting through consistency and reliability of data
- Eliminate manual or stand-alone systems, such as spreadsheets, needed to support the financial data and reporting needs
- Leverage technology to improve business processes, improve integration, and enter data one time
- Ensure that the new COA will allow the county to fully access functionality of the new ERP
- Ensure capability of meeting all grantor (federal, state and private) reporting requirements
- Ensure the capability of meeting cost accounting reporting needs for projects for all departments (such as Public Works, Facilities, Health and Human services, etc.)
- Increase overall efficiencies related to processing and reporting financial information across the County

**a. TASK 9 - PHASE 1: Project Initiation / Management**

**(1) Task 9.1a: Project Initiation.**

**(i) Contractor Involvement**

- Work with Marion County to prepare an agenda and presentation material for the COA project kick-off meeting
- Provide written agenda and presentation material to the County for review and approval
- Conduct the COA project kick-off meeting

**(ii) County Involvement**

- Work with Contractor to identify the COA project team members from the County
- Review the proposed agenda and presentation material for feedback and approval prior to the kick-off meeting
- Schedule the meeting, send invitations to County project team members and provide needed equipment
- County project team members to participate in the project kick-off meeting

(iii) Deliverables: Contractor to provide

- Written final COA project agenda and kick-off presentation materials
- Conduct successful COA project kick-off meeting

(2) **Task 9.1b: Identify Stakeholders and Interviewees**

(i) Contractor Involvement

- Lead discussion with County to identify COA Project stakeholders and potential interviewees
- Prepare written draft stakeholder and interview list for County approval

(ii) County Involvement

- Participate in discussion with Contractor to identify COA Project stakeholders and potential interviewees and related roles and responsibilities
- Approve final COA Project stakeholder and interviewee list

(iii) Deliverable: Contractor to provide final written Stakeholders and Interviewee List

(3) **Task 9.1c: Develop Detailed Project Plan and Schedule**

(i) Contractor Involvement

- Develop a written draft project work plan (including proposed schedule) and present to County for discussion
- Update the Project Plan to a final form based on Marion County's feedback
- Maintain and update the written Project Work Plan and Project Schedule as needed with County approval

(ii) County Involvement

- Participate in discussions for development of the written Project Work Plan and Project Schedule
- Review and approve the Project Work Plan and Project Schedule and updates as needed

(iii) Deliverables: Contractor to provide

- Final written Project Work Plan and Schedule
- Regular maintenance and updates to Project Work Plan and Schedule as needed with County approval

(4) **Task 9.1d: Schedule and Moderate Project Status Meetings**

(i) Contractor Involvement

- Coordinate with Marion County staff to set up regular Project status meetings

- Develop written meeting agendas and distribute 24 hours in advance of meeting to allow for County to review and add to agenda as needed
- Facilitate project status meetings and provide written Project Status Reports

(ii) County Involvement

- Review and provide input to Project Status meeting agenda as needed
- Participate in project status meetings

(iii) Deliverables: Contractor to provide

- Project Status Meeting Agendas
- Facilitate Project Status Meetings
- Written Project Status Reports

**b. TASK 9 - PHASE 2: Initial Assessment of Current COA Structure**

(1) **Task 9.2a: Review Documents**

(i) Contractor Involvement

- Provide written request for documents from County regarding County's current COA
- Review requested documents and all supporting documentation provided by County

(ii) County Involvement

- Provide documents to Contractor upon request

(iii) Deliverable: Contractor to review materials provided by County

(2) **Task 9.2b: Conduct Interviews**

(i) Contractor Involvement

- Provide available time slots in which to schedule process owner interviews
- Provide questionnaire and request for information to collect to process owners in preparation for the interviews
- Conduct process owner interviews

(ii) County Involvement

- Identify select participants to be interviewed
- Complete the questionnaires in advance of the interviews
- Coordinate scheduling of process owner interviews with County employees
- Participants to prepare for interviews by reviewing interview questionnaire and collecting appropriate documents requested

(iii) Deliverables: Contractor to provide

- Written interview schedules by day and time for each interviewee
- Prepare questionnaires for the interviewees
- Set up of Teams meetings with interviewees
- Conduct interviews

(3) **Task 9.2c: Create an Issues and Opportunity listing for COA Cleanup**

(i) Contractor Involvement

- Based on document reviews and interviews from tasks 9.2a and 9.2b, create a written Issues and Opportunity listing for the COA that will advise the county on how to utilize the full functionality of a new ERP system

(ii) County Involvement

- Review the Issues and Opportunities listing for the COA and provide feedback

(iii) Deliverables: Contractor to provide

- Provide a written Issues and Opportunity Matrix to the County
- Lead a discussion with County staff to explain the benefits of addressing each of the Issues and Opportunities identified in the Matrix and risks of non-implementation
- Update the Issues and Opportunity Matrix based on meeting outcomes

(4) **Task 9.2d: Analyze COA**

(i) Contractor Involvement

- Analyze the County's current COA segment structure
- Create crosswalk file

(ii) County Involvement

- Provide current COA segment structure in spreadsheet form, including all rollups or hierarchies
- Provide any other relevant information regarding creation of, use and upkeep of the current COA
- Engage in discussion with Contractor staff to ensure understanding of current COA model and use

(iii) Deliverables: Contractor to provide Draft Crosswalk file and recommendations for clean up and additional considerations for the County

c. **TASK 9 - PHASE 3: Develop a Draft COA Model**

(1) **Task 9.3a: Document the COA to-be Structure (COA Model)**

(i) Contractor Involvement

- Complete analysis of the current County COA and develop recommended future COA to allow county to fully access functionality of new ERP
- Complete COA Model
- Facilitate the working session to review the considerations
- Complete COA model based on County feedback that includes a cross walk from the current COA segment structure to the new COA model

(ii) County Involvement

- Review written t COA Model and provide written comments
- Participate in working sessions to review considerations and provide updates to suggested model
- Review written COA Model for acceptance

(iii) Deliverables: Contractor to provide

- Presentation to County Project Team and discussion of written DraftCOA Model document with written explanations of recommended changes and resulting benefits to the County that describe how the changes will allow the county to fully access functionality of the new ERP
- Presentation to County Project Team and discussion of written COA Model document with written explanations of recommended changes and resulting benefits to the County that describe how the changes will allow the county to fully access functionality of the new ERP
- 1 Presentation, if requested by County, to County Management and staff of COA Project recommendations and resulting benefits to the County that describe how the changes will allow the county to fully access functionality of the new ERP

**C. SPECIAL REQUIREMENTS.**

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

xiii. Robin Milne – Principal

xiv. Stef Stephenson – Senior Manager

xv. Kris Morton – Senior Consultant

**2. COMPENSATION.**



The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$1,773,875.00** ~~\$1,686,555.00~~.

- A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor \$295.00 per hour up to but not in excess of \$1,255,555.00 for completing Tasks 1 through 7 required under this Contract.

County shall pay Contractor up to but not in excess of \$280,000.00 for Task 8 – Change Management Consultant Services shall be billed as follows:

- i. Proof of Concept Services (Phases 1 - 3) - \$83,000.00
- ii. ERP Fundamentals Services (Phases 4 & 5)
  - a. Roadshow content development and Facilitator training - \$45,000.00
  - b. Self-Paced Module creation and metrics - \$37,000.00
- iii. Selection Support (Phase 6) - \$25,000.00
- iv. Implementation Support (Phase 7) - \$90,000.00

County shall pay Contractor \$295.00 per hour up to but not in excess of \$87,320.00 for completing Task 9 required under this Contract.

If the term of the contract is extended per the terms in Section 1, the Contractor may also seek to negotiate an increase to the hourly rate not more than the Consumer Price Index, West Region at that time.

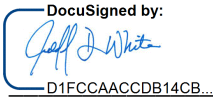
Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES**  
**BOARD OF COMMISSIONERS:**

Chair \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Commissioner \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature:  \_\_\_\_\_ Date 9/18/2024  
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Department Director or designee \_\_\_\_\_ Date \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Chief Administrative Officer \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature: \_\_\_\_\_  
Marion County Legal Counsel \_\_\_\_\_ Date \_\_\_\_\_

Reviewed by Signature:  \_\_\_\_\_ Date 9/18/2024  
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Marion County Contracts & Procurement \_\_\_\_\_ Date \_\_\_\_\_

**PLANTE & MORAN PLLC SIGNATURE**

Authorized Signature: \_\_\_\_\_ Date \_\_\_\_\_

Title: \_\_\_\_\_

## Exhibit F - Timeline and Fees

Milestone/Task	Key Activities	Start Date	End Date
Project Initiation	Team introductions and project kickoff preparation and coordination and facilitation	10/10/2024	10/16/2024
Identify stakeholders and Interviewees	Identification of stakeholders with discussions on roles and responsibilities and approve the final interview list	10/10/2024	10/18/2024
Develop a detailed Project Plan and Schedule	Development of the draft project work plan and incorporation of feedback from Marion County  Consistent maintenance of the project work plan	10/10/2024	10/18/2024
Schedule and moderate project Status Meetings, monitor and control project	Preparation and facilitation of the project status meeting and meeting minutes	10/10/2024	01/16/2025
Collect and review documentation	Request the needed documentation, collect and review the information, and document the interview questions	10/17/2024	10/25/2024
Conduct Interviews	Identification of the participants and coordination of the scheduling for the sessions, provide questionnaire for the collection of the needed documentation	10/29/2024	11/08/2024
Create an Issues and Opportunity listing for COA Cleanup	Complete the issues and opportunity listing for the matrix and the COA spreadsheets	11/08/2024	12/10/2024
Analyze current COA and create a crosswalk	Analyze the COA elements in the current system and crosswalk to the new model	10/29/2024	12/06/2024
Document the COA future state COA model	Draft, review, and update the future state COA model	12/16/2024	01/15/2025
Present COA model to County	Present COA model to County and finalize model spreadsheets	01/15/2025	01/30/2025

## Exhibit F - Timeline and Fees

**Project Fees**

We are proposing a not-to-excessive total fee of \$87,320 for the required services outlined at a blended rate of \$295/hr. We anticipate billing the County on a monthly basis for services rendered in the prior month.

Deliverable	Estimated Hours	Total Fees
Project Kick Off	8	\$2,360
Stakeholders and Interviewee List	4	\$1,180
Project Work Plan and Schedule	4	\$1,180
Progress Status Reports	16	\$4,720
Interview Schedules	8	\$2,360
Interviews	48	\$14,160
Issues and Opportunity Matrix	24	\$7,080
COA Spreadsheets Analysis and Mapping	144	\$42,480
Draft COA Model	24	\$7,080
Final COA Model	16	\$4,720
Total	296	\$87,320



**AMENDMENT 1 to IT-5561-23  
the CONTRACT FOR SERVICES**

**between  
MARION COUNTY and PLANTE & MORAN PLLC**

This Amendment No. 1 to the Contract for Services (as amended from time to time, the "Contract"), dated October 18, 2023 between Marion County, a political subdivision of the State of Oregon, hereafter called County, and Plante & Moran PLLC, hereafter called Contractor.

**RECITALS**

WHEREAS, Contract IT-5561-23 was executed October 18, 2023.

WHEREAS, County and Contractor wish to amend the Contract to include ERP Change Management Consultant Services.

**AMENDMENT**

The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by ~~striketrough~~):

**2. CONSIDERATION.**

A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, ~~not including which includes~~ any allowable expenses, is \$1,686,555.00 ~~\$1,255,555.00~~. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. Allowable expenses are defined in Exhibit A §2.C. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.

**EXHIBIT A  
STATEMENT OF WORK**

**1. STATEMENT OF SERVICES**

**A. GENERAL INFORMATION**

iv. Change Management Work Plan and Schedule is attached hereto as Exhibit D.

v. Change Management Responsibility Table is attached hereto as Exhibit E.

**B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.**

**xi. Task #8 – Change Management Consultant Services**

Contractor shall provide Change Management Consultant Services for County related to the implementation of the new ERP system. Objectives to successfully manage change include:

- Establishing and communicating a clear vision and reason for the change

- Establishing and guiding a strong sponsorship and governance structure during the project
- Utilizing proven training methodologies and templates in order to provide clear and consistent communication prior to, and during, the ERP implementation
- Periodic assessments that identify where key stakeholders are in their understanding of fundamental ERP concepts
- Development of a pre-implementation roadshow, facilitator coaching plan, live training plan, and self-paced learning plan
- Recommendation for reinforcement of above objectives to maximize adoption, utilization, and proficiency of basic ERP concepts prior to the implementation

**a. TASK 8 - PHASE 1: Proof of Concept (POC) - Preparing**

- (1) **Task 8.1a:** Initiate project and define project organizational structure.

Deliverable/Action Item: Project initiation meeting, governance structure, and project management plan Stakeholder Register.

- (2) **Task 8.1b:** Develop project charter, project schedule and plan

Deliverable/Action Item: Project charter document detailing project scope, roles, and responsibilities of project team and project objectives.

- (3) **Task 8.1c:** Onsite visit (Scott Patton; Danielle DeLonge)

- (i) Determine final POC processes
- (ii) Create independent teams
- (iii) Facilitate Business Process Fundamentals workshop
- (iv) Document current state of chosen POC processes

Deliverable/Action Item:

- (v) Select final 2-3 processes for inclusion in POC
- (vi) Determine leaders for each process team
- (vii) Review importance of process-based focus
- (viii) Choose participants for each process team

- (4) **Task 8.1d:** Facilitate HR Ideation workshops (Virtual)

Deliverable/Action Item: HR-focused sessions on best practices to consider for POC future state.

**b. TASK 8 – PHASE 2: POC - Managing**

- (1) **Task 8.2a:** Onsite visit (Scott Patton; Danielle DeLonge)

- (i) Choose Pilot teams
- (ii) Design preferred future state process maps
- (iii) Facilitate Leading Your Organization Through Change workshop

- (iv) Facilitate Heroes & Handoffs workshop

Deliverable/Action Item

- (v) Hold meetings to assess communication channels, plan special tactics, identify areas of resistance and assess sponsorship
- (vi) Define team roles and responsibilities
- (vii) Complete audience planning
- (viii) Work with teams to map out preferred future state
- (ix) Define successful handoffs via scorecards between impacted departments

- (2) **Task 8.2b: Determine Pilot metrics**

Deliverable/Action Item: Develop ways to measure whether success is achieved during chosen timeframe

- (3) **Task 8.2c: Observe future state processes**

Deliverable/Action Item: Consider new rewards to reinforce desired behaviors

- (4) **Task 8.2d: Measure future state results**

Deliverable/Action Item: Monitor progress against overall plan and component plans

- (5) **Task 8.2e: Facilitate Resistance Management workshop (in conjunction with 8.4c below)**

Deliverable/Action Items:

- (i) Identify areas of potential resistance
- (ii) Assess sponsorship and evaluate requests for increased support

**c. TASK 8 – PHASE 3: POC – Reinforcing**

- (1) **Task 8.3a: Prepare Process Adherence Scorecard**

Deliverable/Action Item: Evaluate the results of the process-based project to determine whether change management objectives were achieved

- (2) **Task 8.3b: Onsite visit (Scott Patton; Danielle DeLonge)**

- (i) Review progress with Pilot teams
- (ii) Address adoption compliance
- (iii) Share Pilot results with Steering Committee
- (iv) Discuss feasibility of Pilot expansion

Deliverable/Action Items

- (v) Identify areas for optimization in additional ERP-related activities
- (vi) Leverage organizational change agents to collect feedback from stakeholders and share key messages

- (vii) Identify remaining gaps/resistance
- (viii) Proactively create mitigation strategies for identified risks

**d. TASK 8 – PHASE 4: ERP Fundamentals – Roadshow**

(1) **Task 8.4a: Review provided ERP Fundamentals content**

Deliverable/Action Items

- (i) Project initiation session with County training leader(s) and project Core Team
- (ii) Review project approach
- (iii) Finalize scheduling and project timeline

(2) **Task 8.4b: Choose Roadshow facilitators**

Deliverable/Action Items

- (i) Discuss Roadshow facilitator criteria
- (ii) Review potential audience members

(3) **Task 8.4c: Onsite visit (Danielle DeLonge; Clare Schneider)**

- (i) Facilitation Training (in conjunction with 8.2e above)
- (ii) ERP Fundamentals content editing
- (iii) Determine Roadshow logistics

Deliverable/Action Items

- (iv) Conduct on-site training sessions with Roadshow facilitators for 2 days
- (v) Best practice training on session delivery and facilitator coaching
- (vi) Preparation tips for responding to participant questions or concerns throughout the sessions
- (vii) Determine initial participant list and possible dates
- (viii) Review survey tools that can be used to gauge participant understanding of content

(4) **Task 8.4d: Design Roadshow survey/feedback mechanism**

Deliverable/Action Items

- (i) Choose final survey method to gauge response to content
- (ii) Review draft list of survey questions

(5) **Task 8.4e: Present Roadshow sessions**

Deliverable/Action Items

- (i) County facilitators present live ERP Fundamentals
- (ii) Roadshow sessions to participants across impacted departments
- (iii) Sessions include fundamental concepts about, potential challenges with, and various scenarios around post go-live ERP implementation



(6) **Task 8.4f: Review Roadshow survey/feedback**

Deliverable/Action Items

- (i) Review compiled survey data
- (ii) Discuss responses and ways to close gaps between intended outcome and results
- (iii) Determine next steps/action plan

**e. TASK 8 – PHASE 5: ERP FUNDAMENTALS – SELF-PACED MODULES**

(1) **Task 8.5a: Review module content and participants**

Deliverable/Action Items

- (i) Discuss proposed Finance and HCM modules
- (ii) Determine best additions to address cloud transition
- (iii) Finalize list of modules
- (iv) Select impacted individuals/departments for module assignment

(2) **Task 8.5b: Determine module branding preferences**

Deliverable/Action Items

- (i) Walk through prepared materials to identify opportunities for County branding
- (ii) Discuss possible edits prior to modules release
- (iii) Review inclusion of modules in Plante Moran/County Learning Management System (LMS)

(3) **Task 8.5c: Edit module content as requested**

Deliverable/Action Items

- (i) Determine final list of requested edits
- (ii) Choose preferred time frame for edits/reviews

(4) **Task 8.5d: Review and approve final module content**

Deliverable/Action Items

- (i) Identify leaders and delegates responsible for content approval
- (ii) Meet as needed until edits are complete and modules are ready for release

(5) **Task 8.5e: Discuss preferred module metrics**

Deliverable/Action Items

- (i) Review available metric options
- (ii) Determine final preferred option
- (iii) Discuss system compatibility with preferred option

(6) **Task 8.5f: Finalize module branding**

Deliverable/Action Items: Review final branded/edited modules in County's preferred LMS

(7) **Task 8.5g: Determine final participants**

Deliverable/Action Items

- (i) Determine ideal time frame for completion
- (ii) Assign Self-Paced modules to selected participants

(8) **Task 8.5h: Assign modules to participants**

Deliverable/Action Items

- (i) Ensure Managers are aware of upcoming individual/department assignments
- (ii) Create and distribute Self-Paced modules
- (iii) Include due date by when modules must be completed

(9) **Task 8.5i: Review module metrics**

Deliverable/Action Items

- (i) Prepare results report based on survey completion
- (ii) Review with County team
- (iii) Share results with Managers
- (iv) Determine plan for closing knowledge gaps

**f. TASK 8 – PHASE 6: ASSESSMENT & SELECTION SUPPORT**

(1) **Task 8.6a: Initiate project; define project organizational structure**

Deliverable/Action Items

- (i) Project initiation session with County training leader(s) and project Core Team Review project approach
- (ii) Finalize scheduling and project timeline

(2) **Task 8.6b: Develop project charter, project schedule and plan**

Deliverable/Action Items: Project charter document detailing project scope, roles, and responsibilities of project team and project objectives

(3) **Task 8.6c: Review County communication and training channels**

Deliverable/Action Items

- (i) Discuss options for communicating out project-related messaging
- (ii) Meet with individuals responsible for County internal communications
- (iii) Review current distribution methods for training
- (iv) Meet with individuals responsible for County training sessions

(4) **Task 8.6d: Create Change Profile Matrix**

Deliverable/Action Items

- (i) Compile results from interviews, survey and additional meetings/discussions
- (ii) Review profiles of change across the County

(5) **Task 8.6e: Facilitate Change Impact Assessment (CIA) Round I**Deliverable/Action Items

- (i) Meet with project Steering Committee to review potential impacts across six key areas: Staff, processes, systems, roles, structures and culture
- (ii) Quantify proposed changes for impacted audiences across the County

(6) **Task 8.6f: Select Change Champions**Deliverable/Action Items

- (i) Discuss Champion criteria with Steering Committee/County leadership
- (ii) Support County in identifying potential Champions
- (iii) Create messaging for Manager outreach
- (iv) Assist County with selecting Change Co-Leads

**g. TASK 8 – PHASE 7: IMPLEMENTATION SUPPORT**(1) **Task 8.7a: Initiate project; define project organizational structure**Deliverable/Action Items

- (i) Project initiation session with County training leader(s) and project Core Team
- (ii) Review project approach
- (iii) Finalize scheduling and project timeline

(2) **Task 8.7b: Facilitate Change Impact Assessment (CIA) Round II**Deliverable/Action Items

- (i) Meet with departmental leaders to review potential impacts to their groups/departments
- (ii) Include results in communication plans/editorial calendar
- (iii) Support County leadership/Managers in sharing appropriate project-related messages

(3) **Task 8.7c: Revisit communication and training channels**Deliverable/Action Items

- (i) Review vendor-provided information about communications and training
- (ii) Revisit County communication and training initiatives for upcoming months
- (iii) Update Communication Plan and Training Plan with any new information as needed
- (iv) Determine feasibility of introducing new training initiatives with ERP implementation

(4) **Task 8.7d: Facilitate Change Champion network**

- (i) Champion meeting co-facilitation
- (ii) Champion Co-Lead support
- (iii) Champion workshops as needed
- (iv) Communications and Training Committee co- facilitation

Deliverable/Action Items

- (v) Support Change Co-Lead(s) in co-facilitating monthly Change Champion meetings
- (vi) Meet 1:1 with Change Co-Leads/Champions as needed between meetings
- (vii) Provide content for monthly Champion meetings as requested
- (viii) Work with Change Co-Lead(s) to ensure upcoming messaging aligns with County culture
- (ix) Support Change Champions in co-facilitating Communications Committee and Training Committee

(5) **Task 8.7e: Create and execute Communications plan**

- (i) Communications Strategy
- (ii) Editorial Calendar

Deliverable/Action Items

- (iii) Determine intended audiences for project-related messaging
- (iv) Set cadence for regular project communications
- (v) Select target dates for sharing specific messages
- (vi) Coordinate planned posts with known County initiatives
- (vii) Ensure planned communications are routed through appropriate channels and receive County approval prior to sharing with staff

(6) **Task 8.7f: Create and execute Training plan**

- (i) Create proprietary documentation
- (ii) Facilitator training workshop

Deliverable/Action Items

- (iii) Review vendor-provided training materials
- (iv) Align provided materials with County's desire for proprietary content
- (v) Support County in creating in-house branded documentation/Standard Operating Procedures (SOPs)
- (vi) Co-create step-by-step training videos as needed
- (vii) Work with County to determine preferred distribution method
- (viii) Support County in planning training logistics

**C. SPECIAL REQUIREMENTS.**

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of

Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

x. Danielle DeLonge – Organizational Change Management Lead

xi. Scott Patton – Subject Matter Expert

xii. Clare Schneider – Organizational Change Management

## **2. COMPENSATION.**

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is \$1,686,555.00  
\$1,381,555.00.

A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor \$295.00 per hour up to but not in excess of \$1,255,555.00 for completing Tasks 1 through 7 all Services required under this Contract.

County shall pay Contractor up to but not in excess of \$280,000.00 for Task 8 – Change Management Consultant Services shall be billed as follows:

i. Proof of Concept Services (Phases 1 - 3) - \$83,000.00

ii. ERP Fundamentals Services (Phases 4 & 5)

a. Roadshow content development and Facilitator training - \$45,000.00

b. Self-Paced Module creation and metrics - \$37,000.00

iii. Selection Support (Phase 6) - \$25,000.00

iv. Implementation Support (Phase 7) - \$90,000.00

If the term of the contract is extended per the terms in Section 1, the Contractor may also seek to negotiate an increase to the hourly rate not more than the Consumer Price Index, West Region at that time.




C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract. Allowable expenses are only for travel and travel related costs necessary for work to be completed within the scope of Services, to be invoiced to County based on actual cost without markup. County and Contractor to agree on necessary travel.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.CA is \$151,000.00  
\$126,000.00.

Except as expressly amended above, all other terms and conditions of the original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the

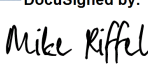
original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Chair		5.1.2024
		Date
Commissioner		5/1/2024
		Date
Commissioner		5/1/2024
		Date

Authorized Signature:	<small>DocuSigned by:</small>  <small>84D8C943F67B472...</small>	4/29/2024
	Department Director or designee	Date
Authorized Signature:	<small>DocuSigned by:</small>  <small>1E984034585E453</small>	4/29/2024
	Chief Administrative Officer	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>80C98A6F708240B...</small>	4/29/2024
	Marion County Legal Counsel	Date
Reviewed by Signature:	<small>DocuSigned by:</small>  <small>D1FCCAACCD814CB...</small>	4/29/2024
	Marion County Contracts & Procurement	Date

**PLANTE & MORAN PLLC SIGNATURE**

Authorized Signature:	<small>DocuSigned by:</small>  <small>D69BDE1E11D54AC...</small>	5/3/2024
		Date
Title:	Partner	



## Exhibit D

## Change Management Work Plan and Schedule

Task Name

Start

Finish

*All tasks below assume Plante Moran participation in weekly project meetings*

<b>TASK 8 - PHASE 1: PROOF OF CONCEPT (POC) - PREPARING</b>		<b>4/29/2024</b>	<b>5/26/2024</b>
Task 8.1a	Initiate project; define project organizational structure	4/29/2024	5/3/2024
Task 8.1b	Develop project charter, project schedule and plan	4/29/2024	5/3/2024
Task 8.1c	Onsite visit Determine final POC processes Create independent teams Facilitate Business Process Fundamentals workshop Document current state of chosen POC processes	5/6/2024	5/10/2024
Task 8.1d	Facilitate HR Ideation Sessions *(Virtual)	5/16/2024	5/16/2024
<b>TASK 8 - PHASE 2: POC - MANAGING</b>		<b>6/10/2024</b>	<b>8/2/2024</b>
Task 8.2a	Onsite visit Choose Pilot teams Design preferred future state process maps Facilitate Leading Your Organization Through Change workshop Socialize intended future state with Pilot teams Facilitate Heroes & Handoffs workshop	6/10/2024	6/14/2024
Task 8.2b	Determine Pilot metrics	6/17/2024	6/21/2024
Task 8.2c	Observe future state processes	6/24/2024	5/2/2024
Task 8.2d	Measure future state results	6/24/2024	8/2/2024
Task 8.2e	Facilitate Resistance Management workshop (in conjunction with 8.4c below)	7/8/2024	7/12/2024
<b>TASK 8 - PHASE 3: POC - REINFORCING</b>		<b>8/5/2024</b>	<b>8/23/2024</b>
Task 8.3a	Prepare Process Adherence Scorecard	8/12/2024	8/16/2024
Task 8.3b	Onsite visit Review progress with Pilot teams Address adoption compliance Share Pilot results with Steering Committee Discuss feasibility of Pilot expansion	8/19/2024	8/23/2024
<b>TASK 8 - PHASE 4: ERP FUNDAMENTALS - ROADSHOW</b>		<b>6/24/2024</b>	<b>8/2/2024</b>
Task 8.4a	Review provided ERP Fundamentals content	6/24/2024	6/28/2024
Task 8.4b	Choose Roadshow facilitators	7/1/2024	7/5/2024
Task 8.4c	Onsite visit Facilitation Training (in conjunction with 8.2e above) ERP Fundamentals content editing Determine Roadshow logistics	7/8/2024	7/12/2024
Task 8.4d	Design Roadshow survey/feedback mechanism	7/15/2024	7/19/2024
Task 8.4e	Present Roadshow sessions	7/22/2024	7/26/2024
Task 8.4f	Review Roadshow survey/feedback	7/29/2024	8/2/2024

## Exhibit D

**Change Management Work Plan and Schedule**

Task Name		Start	Finish
<b>TASK 8 - PHASE 5: ERP FUNDAMENTALS - SELF-PACED MODULES</b>		<b>8/5/2024</b>	<b>12/6/2024</b>
Task 8.5a	Review module content and participants	8/5/2024	8/9/2024
Task 8.5b	Determine module branding preferences	8/12/2024	8/16/2024
Task 8.5c	Edit module content as requested	8/19/2024	9/20/2024
Task 8.5d	Review and approve final module content	7/11/1902	9/27/2024
Task 8.5e	Discuss preferred module metrics	10/7/2024	10/11/2024
Task 8.5f	Finalize module branding	10/14/2024	10/18/2024
Task 8.5g	Determine final participants	10/21/2024	10/25/2024
Task 8.5h	Assign modules to participants	10/28/2024	11/1/2024
Task 8.5i	Review module metrics	12/2/2024	12/6/2024
<b>TASK 8 - PHASE 6: ASSESSMENT &amp; SELECTION SUPPORT</b>		<b>8/26/2024</b>	<b>12/27/2024</b>
Task 8.6a	Initiate project; define project organizational structure	8/26/2024	8/30/2024
Task 8.6b	Develop project charter, project schedule and plan	8/26/2024	8/30/2024
Task 8.6c	Review County communication and training channels	9/9/2024	9/13/2024
Task 8.6d	Create Change Profile Matrix	10/7/2024	10/11/2024
Task 8.6e	Facilitate Change Impact Assessment (CIA) Round I	11/11/2024	11/15/2024
Task 8.6f	Select Change Champions	12/9/2024	12/13/2024
<b>TASK 8 - PHASE 7: IMPLEMENTATION SUPPORT</b>		<b>1/6/2025</b>	<b>6/26/2026</b>
Task 8.7a	Initiate project; define project organizational structure	Jan 2025	Jan 2025
Task 8.7b	Facilitate Change Impact Assessment (CIA) Round II	March 2025	March 2025
Task 8.7c	Revisit communication and training channels review	April 2025	April 2025
Task 8.7d	Facilitate Change Champion network Champion meeting co-facilitation Champion Co-Lead support Champion workshops as needed Communications and Training Committee co-facilitation	May 2025	June 2026
Task 8.7e	Create and execute Communications plan Communications Strategy Presence Schedule Editorial Calendar	June 2025	June 2026
Task 8.7f	Create and execute Training plan Knowledge Transfer Diagnostic Create proprietary documentation and videos Facilitator training workshop Training logistics support	Nov 2025	June 2026



## Exhibit E

### Change Management Responsibility Table

PROOF OF CONCEPT				
	Task Name	County	Project Team*	Plante Moran
<b>TASK 8 - PHASE 1: PROOF OF CONCEPT (POC) - PREPARING</b>				
Task 8.1a	Initiate project; define project organizational structure	S		P
Task 8.1b	Develop project charter, project schedule and plan	S		P
Task 8.1c	Onsite visit			
	Determine final POC processes	P		S
	Create independent teams	P		S
	Facilitate Business Process Fundamentals workshop	S	S	P
	Document current state of chosen POC processes	S	S	P
Task 8.1d	Facilitate HR Ideation Sessions *(Virtual)	S	S	P
<b>TASK 8 - PHASE 2: POC - MANAGING</b>				
Task 8.2a	Onsite visit			
	Choose Pilot teams	P		S
	Design preferred future state process maps	S	S	P
	Facilitate Leading Your Organization Through Change workshop	S	S	P
	Socialize intended future state with Pilot teams	P	S	S
	Facilitate Heroes & Handoffs workshop	S	S	P
Task 8.2b	Determine Pilot metrics	S	P	S
Task 8.2c	Observe future state processes	S	P	S
Task 8.2d	Measure future state results	S	P	S
Task 8.2e	Facilitate Resistance Management workshop (in conjunction with 8.4c below)	S	S	P
<b>TASK 8 - PHASE 3: POC - REINFORCING</b>				
Task 8.3a	Prepare Process Adherence Scorecard	S	S	P
Task 8.3b	Onsite visit			
	Review progress with Pilot teams	S	S	P
	Address adoption compliance	P	S	S
	Share Pilot results with Steering Committee	S	S	P
	Discuss feasibility of Pilot expansion	S	S	P

\*The project team refers to the implementation project team, which is comprised of the County and Plante Moran resources.

**P** denotes Primary

**S** denotes Secondary

## Exhibit E

### Change Management Responsibility Table

ERP FUNDAMENTALS				
	Task Name	County	Project Team*	Plante Moran
<b>TASK 8 - PHASE 4: ERP FUNDAMENTALS - ROADSHOW</b>				
Task 8.4a	Review provided ERP Fundamentals content	P	S	S
Task 8.4b	Choose Roadshow facilitators	P	S	
Task 8.4c	Onsite visit	S	S	P**
	Facilitation Training (in conjunction with 8.2e above)			
	ERP Fundamentals content editing			
	Determine Roadshow logistics			
Task 8.4d	Design Roadshow survey/feedback mechanism	S	S	P
Task 8.4e	Present Roadshow sessions	P	S	S
Task 8.4f	Review Roadshow survey/feedback	S	S	P
<b>TASK 8 - PHASE 5: ERP FUNDAMENTALS - SELF-PACED MODULES</b>				
Task 8.5a	Review module content and participants	P	S	S
Task 8.5b	Determine module branding preferences	P	S	S
Task 8.5c	Edit module content as requested	S	S	P
Task 8.5d	Review and approve final module content	P	S	S
Task 8.5e	Discuss preferred module metrics	P	S	S
Task 8.5f	Finalize module branding	S	S	P
Task 8.5g	Determine final participants	P	S	
Task 8.5h	Assign modules to participants	P	S	S
Task 8.5i	Review module metrics	S	S	P

\*The project team refers to the implementation project team, which is comprised of the County and Plante Moran resources.

\*\*Denotes on-site activities.

**P** denotes Primary

**S** denotes Secondary

**MARION COUNTY  
CONTRACT FOR SERVICES  
IT-5561-23**

This contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and Plante & Moran PLLC, a Michigan Partnership hereinafter called Contractor.

Contractor agrees to perform, and County agrees to pay for, the services and deliverables described in Exhibit A (the "Work").

**RECITALS**

WHEREAS, County issued Request for Proposal IT1254-23 for ERP Consultant on January 12, 2023,

WHEREAS, Plante & Moran PLLC submitted a proposal in response to IT1254-23 on February 23, 2023, which was determined to be responsive and responsible.

WHEREAS, County evaluated and scored all proposal received and issued a Notice of Intent of Award to Plante & Moran PLLC on June 6, 2023.

WHEREAS, County wishes to engage Contractor to provide the services set forth in Exhibit A.

**1. TERM**

This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained. This Contract expires on **December 31, 2028**. The parties may extend the term of this Contract provided that the total Contract term does not extend beyond the implementation of the subsequent ERP Solution.

**2. CONSIDERATION**

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract, not including any allowable expenses, is **\$1,255,555.00**. County will not pay Contractor any amount in excess of the not-to-exceed compensation of this Contract for completing the Work and will not pay for Work performed before the date this Contract becomes effective or after the termination of this Contract. Allowable expenses are defined in Exhibit A §2.C. If the maximum compensation is increased by amendment of this Contract, the amendment must be fully effective before Contractor performs Work subject to the amendment.
- B. Interim payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.
- C. If specified below, county's payments to Contractor under this agreement will be paid in whole or in part with federal funds. If so specified, by signing this agreement, Contractor certifies neither it nor its employees, contractors, subcontractors or subgrantees who will perform the Project activities are currently employed by an agency or department of the federal government. If applicable, Contractor shall comply with Exhibit B: Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In accordance with 2 CFR 200.331, Contractor has been designated;

☐ Subrecipient

☒ Contractor/Vendor

☐ Not applicable – (there are no federal funds tied to the contract)

Assistance Listing Number (ALN) #(s) of federal funds to be paid through this Grant: 21.027

### 3. COMPLIANCE WITH STATUTES AND RULES

- A. County and the Contractor agree to comply with the provisions of this contract, its exhibits and attachments and all applicable federal, state, and local statutes and rules.

Unless otherwise specified, responsibility for all taxes, assessment, and any other charges imposed by law upon employers shall be the sole responsibility of the Contractor. Failure of the Contractor or the County to comply with the provisions of this contract and all applicable federal, state, and local statutes and rules shall be cause for termination of this contract as specified in sections concerning recovery of funds and termination.

County's performance under this Contract is conditioned upon Contractor's compliance with the obligations intended for contractors under ORS 279B.220, 279B.225 (if applicable to this Contract), 279B.230, 279B.235 (if applicable to this Contract) and ORS 652, which are incorporated by reference herein.

- B. Contractor must, throughout the duration of this Contract and any extensions, comply with all tax laws of this state and all applicable tax laws of any political subdivision of this state. For the purposes of this Section, "tax laws" includes all the provisions described in subsection 27. C. (i) through (iv) of this Contract.

Any violation of subsection B of this section shall constitute a material breach of this Contract. Further, any violation of Contractor's warranty, in subsection 27.C of this Contract, that Contractor has complied with the tax laws of this state and the applicable tax laws of any political subdivision of this state also shall constitute a material breach of this Contract. Any violation shall entitle the County to terminate this Contract, to pursue and recover any and all damages that arise from the breach and the termination of this Contract, and to pursue any or all of the remedies available under this Contract, at law, or in equity, including but not limited to:

- i. Termination of this Contract, in whole or in part;
  - ii. Exercise of the right of setoff, and withholding of amounts otherwise due and owing to Contractor, in an amount equal to State's setoff right, without penalty; and
  - iii. Initiation of an action or proceeding for damages, specific performance, declaratory or injunctive relief. The County shall be entitled to recover any and all damages suffered as the result of Contractor's breach of this Contract, including but not limited to direct, indirect, incidental and consequential damages, costs of cure, and costs incurred in securing replacement Services.
- C. These remedies are cumulative to the extent the remedies are not inconsistent, and the County may pursue any remedy or remedies singly, collectively, successively, or in any order whatsoever.

**4. CIVIL RIGHTS, REHABILITATION ACT, AMERICANS WITH DISABILITIES ACT AND TITLE VI OF THE CIVIL RIGHTS ACT**

To the extent applicable to Contractor, Contractor agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states in part, No qualified person shall on the basis of disability, race, color, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**5. TIME IS OF THE ESSENCE**

Contractor agrees that time is of the essence in the performance of this Contract.

**6. FORCE MAJEURE**

Neither County nor Contractor shall be responsible for any failure to perform or for any delay in the performance of any obligation under this Contract caused by fire, riot, acts of God, terrorism, war, or any other cause which is beyond the breaching party's reasonable control. The affected party shall, however, make reasonable efforts to remove or eliminate the cause of the affected party's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. The other party may terminate this Contract upon written notice to the affected party after reasonably determining that the delay or breach will likely prevent successful performance of this Contract.

**7. FUNDING MODIFICATION**

- A. County may reduce or terminate this contract when state or federal funds are reduced or eliminated by providing written notice to the respective parties.
- B. In the event the Board of Commissioners of the County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, the Contractor agrees to abide by any such decision including termination of service.

**8. RECOVERY OF FUNDS**

Expenditures of the Contractor may be charged to this contract only if they (1) are in payment of services performed under this contract, (2) conform to applicable state and federal regulations and statutes, and (3) are in payment of an obligation incurred during the contract period.

Any County funds spent for purposes not authorized by this contract and payments by the County in excess of authorized expenditures shall be deducted from future payments or refunded to the County no later than thirty (30) days after notice of unauthorized expenditure or notice of excess payment.

Contractor shall be responsible to repay for prior contract period excess payments and un-recovered advanced payments provided by the County. Repayment of prior period obligations shall be made to the County in a manner agreed on.

**9. ACCESS TO RECORDS**

- A. Contractor shall permit authorized representatives of the County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of the Contractor as they relate to the contract services in order to satisfy audit or program evaluation purposes deemed necessary by the County and permitted by law.

- B. Contractor agrees to establish and maintain financial records, which indicate the number of hours of work provided, and other appropriate records pertinent to this contract shall be retained for a minimum of three (3) years after the end of the contract period. If there are unresolved audit questions at the end of the three-year period, the records must be maintained until the questions are resolved.

#### **10. REPORTING REQUIREMENTS**

Contractor shall provide County with periodic reports at the frequency and with the information prescribed by County. Further, at any time, County has the right to demand adequate assurances that the services provided by Contractor shall be in accordance with the Contract. Such assurances provided by the Contractor shall be supported by documentation in Contractor's possession from third parties.

#### **11. CONFIDENTIALITY OF RECORDS**

- A. Contractor shall not use, release, or disclose any information concerning any employee, client, applicant or person doing business with the County for any purpose not directly connected with the administration of County's or the Contractor's responsibilities under this Contract except upon written consent of the County, and if applicable, the employee, client, applicant or person.
- B. Contractor shall ensure that its agents, employees, officers, and subcontractors with access to County and Contractor records understand and comply with this confidential provision.
- C. If Contractor receives or transmits protected health information, Contractor shall enter into a Business Associate Agreement with County, which shall become part of this Contract, if attached hereto.
- D. Client records shall be kept confidential in accordance with ORS 179.505, OAR 309-11-020, 45 CFR 205.50 and 42 CFR Part 2 as applicable.

#### **12. INDEMNIFICATION AND INSURANCE**

- A. Contractor shall defend, save, indemnify, and hold harmless the County, its officers, agents, and employees from and against all claims, suits, actions, losses, damages, liabilities, costs, and expenses of any nature whatsoever, including attorney fees, resulting from, arising out of, or relating to the activities of Contractor or its officers, employees, subcontractors, or agents under this Contract. Contractor shall have control of the defense and settlement of any claim that is subject to this section. However, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of either County or any department of County, nor purport to act as legal representative of either County or any of its departments, without first receiving from County Legal Counsel authority to act as legal counsel for the County, nor shall Contractor settle any claim on behalf of County without the approval of County Legal Counsel. County may, at its election and expense, assume its own defense and settlement.
- B. Contractor shall obtain the insurance required under section 23 prior to performing under this Contract and shall maintain the required insurance throughout the duration of this Contract and all warranty periods.
- C. County, pursuant to applicable provisions of ORS 30.260 to 30.300, maintains a self-insurance program that provides property damage and personal injury coverage.



**13. EARLY TERMINATION**

This Contract may be terminated as follows:

- A. County and Contractor, by mutual written agreement, may terminate this Contract at any time.
- B. County in its sole discretion may terminate this Contract for any reason on 30 days written notice to Contractor.
- C. Either County or Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination the party seeking termination shall give to the other party written notice of the breach and intent to terminate. If the party committing the breach has not entirely cured the breach within 15 days of the date of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.
- D. Notwithstanding section 13C, County may terminate this Contract immediately by written notice to Contractor upon denial, suspension, revocation, or non-renewal of any license, permit or certificate that Contractor must hold to provide services under this Contract.

**14. PAYMENT ON EARLY TERMINATION**

Upon termination pursuant to section 13, payment shall be made as follows:

- A. If terminated under 13A or 13B for the convenience of the County, the County shall pay Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract. County shall not be liable for direct, indirect, or consequential damages. Termination shall not result in a waiver of any other claim County may have against Contractor.
- B. If terminated under 13C by the Contractor due to a breach by the County, then the County shall pay the Contractor for Work performed prior to the termination date if such Work was performed in accordance with the Contract.
- C. If terminated under 13C or 13D by the County due to a breach by the Contractor, then the County shall pay the Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which the County is entitled.

**15. INDEPENDENT CONTRACTOR**

- A. The Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out the Contractor's activities and responsibilities for the purpose of implementing the provisions of this contract, and maintains the appropriate license/certifications, if required under Oregon Law. This contract shall not be construed as creating an agency, partnership, joint venture, employment relationship or any other relationship between the parties other than that of independent parties. The Contractor is acting as an "independent contractor" and is not an employee of County and accepts full responsibility for taxes or other obligations associated with payment for services under this contract. As an "independent contractor", Contractor will not receive any benefits normally accruing to County employees unless required by applicable law. Furthermore, Contractor is free to contract with other parties for the duration of the contract.
- B. SUBCONTRACTING/NONASSIGNMENT. No portion of the Contract may be contracted or assigned to any other individual, firm or entity without the express and prior approval of the County.

**16. GOVERNING LAW AND VENUE**

This Contract shall be governed by the laws of the State of Oregon. Any action commenced in connection with this Contract shall be in the Circuit Court of Marion County. All rights and remedies of the County shall be cumulative and may be exercised successively or concurrently. The foregoing is without limitation to or waiver of any other rights or remedies of the County according to law.

**17. OWNERSHIP AND USE OF DOCUMENTS**

All documents, or other material submitted to the County by Contractor shall become the sole and exclusive property of the County. All material prepared by Contractor under this Contract may be subject to Oregon's Public Records Laws.

**18. NO THIRD-PARTY BENEFICIARIES**

- A. County and Contractor are the only parties to this Contract and are the only parties entitled to enforce its terms.
- B. Nothing in this contract gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Contract and expressly described as intended beneficiaries of this Contract.

**19. SUCCESSORS IN INTEREST**

The provisions of this Contract shall be binding upon and inure to the benefit of the parties and their successors and approved assigns.

**20. MERGER CLAUSE**

This Contract and the attached exhibits constitute the entire agreement between the parties.

- A. All understandings and agreements between the parties and representations by either party concerning this Contract are contained in this Contract.
- B. No waiver, consent, modification or change in the terms of this Contract shall bind either party unless in writing signed by both parties.
- C. Any written waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

**21. WAIVER**

The failure of any Party to enforce any provision of this Contract shall not constitute a waiver by that Party or any other provision. Waiver of any default under this Contract by any Party shall not be deemed to be a waiver of any subsequent default or a modification of the provisions of this Contract.

**22. REMEDIES**

In the event of breach of this Contract, the Parties shall have the following remedies:

- A. If terminated under 13C by County due to a breach by the Contractor, the County may complete the Work either itself, by agreement with another Contractor, or by a combination thereof. If the cost of completing the Work exceeds the remaining unpaid balance of the total compensation provided under this Contract, then the Contractor shall pay to the County the amount of the reasonable excess.



- B. In addition to the remedies in sections 13 and 14 for a breach by the Contractor, County also shall be entitled to any other equitable and legal remedies that are available.
- C. If County breaches this Contract, Contractor's remedy shall be limited to termination of the Contract and receipt of Contract payments to which Contractor is entitled.

## 23. INSURANCE

- A. **REQUIRED INSURANCE.** Contractor shall obtain at Contractor's expense the insurance specified in this section prior to performing under this Contract and shall maintain it in full force and at its own expense throughout the duration of this Contract and all warranty periods. Except for professional liability insurance, Contractor shall obtain the following insurance from insurance companies or entities that are authorized to transact the business of insurance and issue coverage in Oregon and that are acceptable to County:

- i. **WORKERS COMPENSATION.** Contractor shall provide workers' compensation insurance coverage in accordance with the laws of the State of Michigan. Contractor shall require that any subcontractors retained to provide the services under this Contract to maintain worker's compensation in accordance with statutory requirements that apply to such subcontractors.
- ii. **PROFESSIONAL LIABILITY.** Covering any damages caused by an error, omission or any negligent acts related to the services to be provided under this Contract. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

☒ \$1,000,000 Per occurrence limit for any single claimant; and

☒ \$2,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Risk Manager

- iii. **CYBER LIABILITY.** Covering network security, breach of data, and coverage for regulatory fines and fees imposed against County due to failures in products and services provided under this Contract. Cyber Liability coverage must include errors, omissions, negligent acts, denial of service, media liability (including software copyright), dishonesty, fraudulent or criminal acts by a person or persons whether identified or not, intellectual property infringement, computer system attacks, unauthorized access and use of computer system, regulatory actions, and contractual liability.

☐ **Required by County** ☒ **Not required by County.**

☐ \$2,000,000 Per occurrence limit for any single claimant; and

☐ \$5,000,000 Per occurrence limit for multiple claimants

☐ Exclusion Approved by Information Technology Director and Risk Manager

- iv. **COMMERCIAL GENERAL LIABILITY.** Covering the following:

Each occurrence	\$1,000,000
Damages to Rented Premises (Ea occurrence)	\$1,000,000
Med Exp (Any one person)	\$10,000
Personal & Adv Injury	\$1,000,000

General Aggregate	\$2,000,000
Products-Comp/op Agg	\$2,000,000

Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

- v. **AUTOMOBILE LIABILITY INSURANCE.** Covering all owned, non-owned, or hired vehicles. This coverage may be written in combination with the Commercial General Liability Insurance (with separate limits for "Commercial General Liability" and "Automobile Liability"). Contractor shall provide proof of insurance of not less than the following amounts as determined by the County:

☒ **Required by County** ☐ **Not required by County.**

**Minimum Limits:**

- ☒ Oregon Financial Responsibility Law, ORS 806.060 (\$25,000 property damage/\$50,000 bodily injury \$5,000 personal injury).
- ☐ \$500,000 Per occurrence limit for any single claimant; and
- ☐ \$1,000,000 Per occurrence limit for multiple claimants
- ☐ Exclusion Approved by Risk Manager

- B. **ADDITIONAL INSURED.** The Commercial General Liability insurance required under this Contract shall include Marion County, its officers, employees, and agents as Additional Insureds but only with respect to Contractor's activities to be performed under this Contract. Coverage shall be primary and non-contributory with any other insurance and self-insurance.
- C. **NOTICE OF CANCELLATION OR CHANGE.** There shall be no cancellation, material change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without 30 days written notice from this Contractor or its insurer(s) to County. Any failure to comply with the reporting provisions of this clause shall constitute a material breach of Contract and shall be grounds for immediate termination of this Contract by County.
- D. **CERTIFICATE(S) OF INSURANCE.** Contractor shall provide to County Certificate(s) of Insurance for all required insurance before delivering any Goods and performing any Services required under this Contract. The Certificate(s) must specify all entities and individuals who are endorsed on the policy as Additional Insured (or Loss Payees). Contractor shall pay for all deductibles, self-insured retention, and self-insurance, if any.

**24. NOTICE**

Except as otherwise expressly provided in this contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing, to Contractor or County at the address or number set forth below or to such other addresses or numbers as either party may hereafter indicate in writing. Delivery may be by personal delivery, or mailing the same, postage prepaid.

- A. Any communication or notice by personal delivery shall be deemed delivered when actually given to the designated person or representative.

- B. Any communication or notice mailed shall be deemed delivered five (5) days after mailing. Any notice under this Contract shall be mailed by first class postage delivered to:

To Contractor:  
10 S Riverside Plaza, 9th floor  
Chicago, IL, 60606

To County  
Procurement & Contracts Manager  
555 Court Street NE, Suite 5232  
P.O. Box 14500  
Salem, Oregon 97309

**25. SURVIVAL**

All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in sections 2, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25 and 26.

**26. SEVERABILITY**

If any term or provision of this Contract is declared illegal or in conflict with any law by a court of competent jurisdiction, the validity of the remaining terms and provisions that shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**27. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

Contractor represents and warrants to the County that:

- A. Contractor has the power and authority to enter into and perform this Contract.
- B. This Contract, when executed and delivered, is a valid and binding obligation of Contractor, enforceable in accordance with its terms.
- C. Contractor (to the best of Contractor's knowledge, after due inquiry), for a period of no fewer than six calendar years preceding the effective date of this Contract, faithfully has complied with:
  - i. All tax laws of this state, including but not limited to ORS 305.620 and ORS chapters 316, 317, and 318;
  - ii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, to Contractor's property, operations, receipts, or income, or to Contractor's performance of or compensation for any work performed by Contractor;
  - iii. Any tax provisions imposed by a political subdivision of this state that applied to Contractor, or to goods, services, or property, whether tangible or intangible, provided by Contractor; and
  - iv. Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.
- D. Any Goods/Items/Intellectual Property Rights, etc. delivered to or granted to the County under this Contract, and Contractor's Services rendered in the performance of Contractor's obligations under this Contract, shall be provided to the County free and clear of any and all restrictions on or conditions of use, transfer, modification, or assignment, and shall be free and clear of any and all liens, claims, mortgages, security interests, liabilities, charges, and encumbrances of any kind.

28. **CERTIFICATIONS AND SIGNATURE. THIS CONTRACT MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF CONTRACTOR**

The undersigned certifies under penalty of perjury both individually and on behalf of Contractor is a duly authorized representative of Contractor, has been authorized by Contractor to make all representations, attestations, and certifications contained in this Contract and to execute this Contract on behalf of Contractor.

**MARION COUNTY SIGNATURES  
BOARD OF COMMISSIONERS:**

Columbello 10/25/23  
Chair Date

Not Present At Meeting

Don B 10/25/23  
Commissioner Date

Commissioner Date  
Authorized Signature: DocuSigned by: Gary Christofferson 10/2/2023  
68B6EB181E5D41F...

Authorized Signature: DocuSigned by: Jan Fritz 10/3/2023  
DC16351248DE4EC...

Reviewed by Signature: DocuSigned by: Jane E Vetto 10/3/2023  
D0CFC5B04B9F483...

Reviewed by Signature: DocuSigned by: Marion County Legal Counsel 9/29/2023  
90EC84E244DF43D...  
Marion County Contracts & Procurement Date

**PLANTE & MORAN PLLC SIGNATURE**

Authorized Signature: DocuSigned by: Mike Riffel 10/27/2023  
D69BDF1F11D54AC...  
Date

Title: Partner

## EXHIBIT A STATEMENT OF WORK

### 1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

#### A. GENERAL INFORMATION.

- i. This contract is established pursuant to ORS 279B.060 and MCPCR 20-0261 and is a result of Request for Proposal IT1254-22.
- ii. Marion County currently uses numerous software systems and various manual processes in efforts related to (but not limited to): Project Accounting, Payroll, Budgeting, Maintaining the General Ledger, Human Capital Management, Accounts Receivable and Accounts Payable, Purchasing, Solicitation and Contract Management, Timesheet Management, Benefits Administration, Learning and Performance Management, Asset Management, Cash Management, Grants Management, Capital Projects, Inventory Management, Fleet Management, Surplus Management, Cash Receipting and other county wide management services.

The County's current ERP system is Oracle EBS, which serves approximately 1655 employees with 134 licensed users across 15 Departments. The ERP system was originally purchased and implemented in January 1999 and upgraded in 2021 to version 12.2, and the County is now looking to explore new ERP system options.

Additionally, Excel spreadsheets or other sidebar systems are being used to manage information outside the ERP system. The vision of the County is to eliminate or minimize the need for the sidebar systems where feasible and rely on technology to improve efficiencies and lower operating costs. Process improvement is expected to coincide with software implementation activities and the adoption of best practices wherever possible.

- iii. Work Plan and Schedule is attached hereto as Exhibit C.

#### B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

- i. Contractor shall provide a schedule of staff time (by major task) anticipated to be provided on site at County location and staff time to be provided from a remote location.
- ii. Maintain all project documentation, data and other information on County system with unrestricted county access.
- iii. All project deliverables to be presented in draft format for review and sign off by County.
- iv. **Task 1: Project Management**

Contractor shall facilitate identification of all project stakeholders; formalize a consultant communication plan; develop a project plan including timelines; facilitate project meetings; track all decisions; and track all issues with proposed actions.

- a. **Task 1a:** Initiate project and define project organizational structure

- (1) Coordinate and facilitate project initiation meeting, recommend governance structure, and prepare written project management plan
- (2) Create, maintain and manage project management log (issues and action items tracker, risk register, change control matrix, etc.)
- (3) Develop, provide and maintain a written change management plan and assist county staff with implementation of change management

b. Task 1b: Develop project charter

Develop and finalize project charter document detailing project scope, roles, and responsibilities of project team and project objectives

c. Task 1c: Develop and finalize written project schedule and plan

- (1) Create detailed project schedule (with specified timelines/dates) and plan
- (2) Develop, maintain and assist county with implementation of a written project communications plan

d. Task 1d: Project control reporting

- (1) Provide weekly and monthly written project updates to county project management team
- (2) Maintain written project issues log and manage issue resolution
- (3) Provide quarterly written project communication to executive level management, which includes Department Heads and Elected Officials; and other project reporting on an as needed basis
- (4) Provide and maintain written project meeting agendas, minutes, and action item/decisions and updates

v. **Task 2: Needs Assessment/Gap Analysis**

Contractor shall conduct an independent assessment of the County's current state, including a detailed function-by-function review of current ERP and related systems. The focus of this phase is to gather functional requirements needed to run and streamline business process. The Contractor, in collaboration with the County's subject matter experts, will identify deficiencies within the current system, propose opportunities for improved system design and efficiency, and document the system functional requirements necessary to meet the business needs of all County departments

a. Task 2a: Review key source documents (see 1.A.ii for related systems to review)

- (1) Contractor to provide to County an initial document request list and other requested information

- (2) Review, analyze and assess the documentation provided to help create a written gap analysis and written recommendations
  - (3) Identify, review and evaluate the County's existing systems, policies and procedures for completing workflow through and related to the County's ERP. This includes both documented and undocumented processes
- b. Task 2b: Conduct process owner interviews and develop a written needs assessment/gap analysis with recommendations for improvement
  - (1) Coordinate, facilitate and direct a project kick-off meeting with key stakeholders
  - (2) Conduct and document interviews with process owners and key stakeholders
  - (3) Discuss with county project team to define current-state processes and systems for in-scope process areas
  - (4) Identify, in writing, issues and opportunities for improvement (Gap Analysis) by program area. The Gap Analysis must include IT security, network and internet identified gaps
  - (5) Assist in identifying necessary county staff resources and potential staff augmentation needs
  - (6) Provide recommendations regarding volume of current data to convert to new system versus archiving and storing
  - (7) Provide written draft of business use cases and functional requirements
- c. Task 2c: Identify and document future state business requirements use cases
  - (1) Document and recommend future-state conceptual processes reflecting process gap improvements
  - (2) Validate through discussions with county SMEs and management the potential application of each recommended draft business use case and functional requirement for inclusion in RFP
  - (3) Finalize and provide written prioritization of functional and technical ERP system requirements based on county feedback
- d. Task 2d: ERP technical infrastructure review
  - (1) Review, define, document, and provide a written assessment of current infrastructure, including the current ERP and related business applications
  - (2) Define and document recommended technical requirements to be included in the RFP
  - (3) Provide written assessment of readiness for various ERP architectures (security, network, internet, etc.) including readiness for a potential "cloud" based solution



e. Task 2e: Finalize written needs assessment

- (1) Document issues and opportunities for improvement in each functional area (within scope)
- (2) Prepare written gap analysis of major system deficiencies/needs
- (3) Finalize written requirements/specifications for RFP
- (4) Deliver written ERP technical infrastructure assessment
- (5) Present needs assessment findings to county project team and management

vi. **Task 3: Develop ERP Request for Proposal**

Based on the results of the Needs Assessment, Gap Analysis, and requirements specification, contractor shall prepare an RFP to be issued by the County for a new ERP system and related implementation services

a. Task 3a: RFP preparation and delivery planning

- (1) Provide written recommendations for possible evaluation criteria and weighting factors to be included in the RFP based on the identified needs, gaps and requirements
- (2) Identify, review and recommend critical procurement decision points and processes
- (3) Assist in identifying a procurement advisory and selection team
- (4) Develop and provide recommendations for a written procurement planning matrix identifying key decision elements to be used by the procurement team

b. Task 3b: Develop solution selection criteria and define decision making process

- (1) Develop and provide a written recommended RFP solicitation schedule
- (2) Provide written evaluator scoring templates
- (3) Provide recommended written vendor selection criteria and specific requirements to be fulfilled

c. Task 3c: Develop a written enterprise application migration plan to include related technical and interface requirements

- (1) Provide written recommendation regarding applications to be retired, replaced, or retained/integrated with the selected ERP system
- (2) Identify interfaces for retained systems to be integrated with the selected ERP. Identify and provide written confirmation of specific technical requirements involving existing



infrastructure (to include security, authentication protocols, network access, etc.) necessary to meet any proposed new ERP implementation

d. Task 3d: Develop a written request for proposal (RFP) document

- (1) Develop and include a comprehensive list of required and optional modules and functional requirements
- (2) Provide written recommended RFP templates, guidelines, and list of vendor questions
- (3) Provide the following forms fully developed for use in Marion County's RFP: pricing forms, functional specification compliance templates, managed (hosted) service capabilities matrix, implementation service hours allocation matrix
- (4) Final RFP must include at least the following minimum elements:
  - (A) Comprehensive list of functions identified, with appropriate prioritization
  - (B) Technical specifications identifying the weighted importance of each requirement
  - (C) A detailed list of minimum application and system requirements
  - (D) A list of various cost options to be included in any response – including on premise, SAAS, purchase, lease, or a combination of lease purchase
  - (E) Plan for migration from current legacy system to new proposed system with related cost and timeline identified
  - (F) Comprehensive list of installation costs
  - (G) Data conversion plan and costs
  - (H) Specific detailed training plan, timeline and cost, including optional training and related costs
  - (I) Ongoing maintenance and support costs identified by module
  - (J) Description of plan for data storage, backup and recover

e. Task 3e: Assist with distribution of RFP document

- (1) Provide recommended vendor contact distribution list
- (2) Provide written list of vendors with existing partner relationships

f. Task 3f: Pre-proposal meeting and guidance

- (1) Coordinate and facilitate vendor pre-proposal meeting
- (2) Draft written RFP addendum reviews

- (3) Draft written responses to vendor questions during open RFP solicitation period

vii. **Task 4: Proposal Evaluation**

Participate in the evaluation process, including proposal scoring, and software demonstration scoring.

- a. Task 4a: Analyze and evaluate ERP vendor proposals
  - (1) Provide written comprehensive vendor proposal analysis report
  - (2) Coordinate and facilitate proposal analysis meeting
  - (3) Provide written in-depth cost analysis
  - (4) Provide written documented vendor follow-up questions
  - (5) Calculate scoring to identify semi-finalist vendors
- b. Task 4b: Facilitate vendor shortlist process
  - (1) Provide letter templates for vendors proceeding forward to demonstrations and/or interviews
  - (2) Provide software demonstration templates
  - (3) Provide vendor interview scripts based upon defined business use cases
  - (4) Provide scoring/feedback forms for software demonstrations, vendor interviews, reference checks, potential site visits, and other due diligence procedures
  - (5) Provide demonstration scheduling template and other due diligence templates
- c. Task 4c: Facilitate vendor solution demonstrations and interviews for up to 3 vendors over the course of 3 days. County may choose to add additional vendors with assistance from Contractor at the Contractors stated hourly rate
  - (1) Provide vendor demonstration agendas and use-case scenarios
  - (2) Coordinate and facilitate pre-demonstration web conference with vendors to review demo agenda
  - (3) Coordinate vendor demonstrations, attend vendor demonstrations and provide evaluation forms
- d. Task 4d: Support post-demonstration due diligence evaluation activities
  - (1) Provide vendor evaluation reference checking forms
  - (2) Provide vendor evaluation scoring form updates

- (3) Participate in reference interviews
- e. Task 4e: Assist in the selection of the preferred vendor
  - (1) Provide tabulated evaluation team scoring forms (matrices) and related written analysis
  - (2) Participate in meeting to select finalist vendor
  - (3) Provide written executive summary framing finalist vendor recommendation

viii. **Task 5: Contract Negotiations**

Once the ERP system vendor selection is complete, the Contractor shall assist County staff in successfully negotiating a contract. Contractor may be required to attend the County Board meetings and assist with the presentation of the awarded vendor

- a. Task 5a: Contract negotiations advisory services
  - (1) Provide written contract negotiation strategy checklist
  - (2) Provide written strategies for SOW development
  - (3) Provide written recommended terms and conditions
  - (4) Provide examples of previously executed contracts from similar municipalities with vendor-accepted terms and conditions
  - (5) Provide contract negotiation and SOW development support
  - (6) Attend the County Board meetings and assist with the presentation of awarded Vendor

ix. **Task 6: Project Initiation and Implementation Planning Support Services**

Contractor shall work with the County and selected ERP vendor to finalize a County specific implementation action plan/project management procedures document

- (1) Coordinate and conduct a project expectation alignment session with County staff
- (2) Facilitate a risk management session with County staff and vendor
- (3) Develop and implement appropriate tools for managing the project
- (4) Participate in up-front kick off consulting sessions conducted by vendor
- (5) Assist in identifying necessary county staff resources and potential staff augmentation needs
- (6) Participate in development and review of comprehensive project implementation plan documents (e.g., implementation management plan, project plan with identified phases,

assessment of staff workloads and ability to meet demands of implementing a new ERP, change management strategy, etc.)

x. **Task #7 – Implementation Guidance**

Contractor shall guide the County through the implementation of the new ERP system and assist with the written identification and assessment of business process changes necessary for a successful ERP system roll-out, including monitoring training; monitoring vendor compliance to negotiated contract; providing guidance in conducting user acceptance testing; and authorizing system acceptance for project closeout.

a. **Task 7a: Project execution and control support services**

- (1) Act as a member of the functional team providing team oversight and ensuring that existing business processes are challenged during implementing those module(s)
- (2) Manage activities of the teams for all ERP implementation phases
- (3) Participate in consulting sessions with the County and vendor
- (4) Participate in status meetings with the County and vendor
- (5) Monitor project timeline progress as updated by the vendor
- (6) Work with team leads and steering committee members to stay on task
- (7) Monitor and provide feedback during data conversion and interface development
- (8) Assist in managing the issues/actions item list
- (9) Monitor project risks
- (10) Participate in project steering committee meetings
- (11) Participate in project management meetings and ad-hoc meetings as needed
- (12) Review project change orders
- (13) Review and comment on project deliverables
- (14) Monitor vendor compliance to the negotiated contract
- (15) Provide acceptance testing guidance and assist with test plan
- (16) Review and manage the go-live check list and punch list

b. **Task 7b: Project closing and postimplementation support**

- (1) Identify post-implementation team activities that still require resolution

- (2) Define vendor post go-live support requirements both on-site and offsite
- (3) Develop a written transition approach from the vendor to the County
- (4) Work with the County to develop and document on-going system support procedures
- (5) Determine who will maintain issues log for each of the teams and at a PMO level
- (6) Determine who will be monitoring error logs for the system on a regular basis
- (7) Finalize the ongoing support structure including roles and responsibilities
- (8) Close-out all contracts

C. SPECIAL REQUIREMENTS.

Contractor shall be solely responsible for and shall have control over the means, methods, techniques, sequences, and procedures of performing the work, subject to the plans and specifications under this Contract and shall be solely responsible for the errors and omissions of its employees, subcontractors, and agents.

Contractor has the skill and knowledge possessed by well-informed members of its industry, trade or profession and Contractor will apply that skill and knowledge with care and diligence and perform Services in a timely, professional, and workmanlike manner in accordance with standards applicable to Contractor's industry, trade or profession.

KEY PERSONS. Contractor and County agree that each individual specified below is an individual whose special qualifications and involvement in Contractor's performance of Services form part of the basis of agreement between the parties for this Contract and is an individual through whom Contractor shall provide to County the expertise, experience, judgment, and personal attention required to perform Services ("Key Person"). Each of the following is a Key Person under this Contract:

- i. Mike Riffel – Engagement Partner
- ii. Natalie Schwarz – Project Director
- iii. Stacey Mansker-Young – Project Manager
- iv. Brian Pesis – ERP Technical Advisor
- v. Kyle Macyda – Technical Lead
- vi. Santana Hill – Technical Consultant
- vii. Mike Blickhahn – Subject Matter Expert
- viii. Adam Cerullo – SME – Data
- ix. F. Alex Brown – SME - Cyber

Neither Contractor nor any Key Person of Contractor shall delegate performance of Services that any Key Person is required to perform under this Contract to others without first obtaining County's written consent. Further, Contractor shall not, without first obtaining County's prior written consent, re-assign or transfer any Key Person to other duties or positions so that the Key Person is no longer

available to provide County with that Key Person's expertise, experience, judgment, and personal attention. If Contractor requests County to approve a re-assignment or transfer of a Key Person, County shall have the right to interview, review the qualifications of, and approve or disapprove the proposed replacement(s) for the Key Person. Any individual County approves as a replacement for a Key Person is deemed a Key Person under this Contract.

## 2. COMPENSATION

The total amount available for payment to Contractor under Exhibit A, section 2.A and for authorized reimbursement to Contractor under Exhibit A, section 2.C is **\$1,381,555.00**.

- A. METHOD OF PAYMENT FOR SERVICES. County shall pay Contractor **\$295.00** per hour up to but not in excess of **\$1,255,555.00** for completing all Services required under this Contract.

If the term of the contract is extended per the terms in Section 1, the Contractor may also seek to negotiate an increase to the hourly rate not more than the Consumer Price Index, West Region at that time.

- B. BASIS OF PAYMENT FOR SERVICES. Monthly progress payments for completed Services. County shall pay Contractor monthly progress payments upon County's approval of Contractor's invoice submitted to County for completed Services and delivered Goods, but only after County has determined that Contractor has completed, and County has accepted the completed Services and County has accepted the delivered goods.
- C. EXPENSE REIMBURSEMENT. County will reimburse Contractor for the following expenses incurred only when the expenses are essential to the discharge of, and within the course and scope of, Contractor's obligations under this Contract. Allowable expenses are only for travel and travel related costs necessary for work to be completed within the scope of Services, to be invoiced to County based on actual cost without markup. County and Contractor to agree on necessary travel.

Total for Reimbursable Expenses. The total amount available to reimburse Contractor for expenses authorized for reimbursement under this Exhibit A, section 2.A is **\$126,000.00**.

- D. GENERAL PAYMENT PROVISIONS. Notwithstanding any other payment provision of this contract, failure of the Contractor to submit required reports when due, or failure to perform or document the performance of contracted services, may result in withholding of payments under this contract. Such withholding of payment for cause shall begin thirty (30) days after written notice is given by the County to the Contractor, and shall continue until the Contractor submits required reports, performs required services or establishes, to the County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of the Contractor.
- E. INVOICES. Contractor shall send all invoices to County's Contract Administrator at the address specified below or to any other address as County may indicate in writing to Contractor.

**Marion County**  
**Attn: Finance Department, Jeff White**  
**PO BOX 14500**  
**Salem, OR 97309**

**EXHIBIT B**  
**APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL**  
**ENTITY CONTRACTS UNDER FEDERAL AWARDS**

- Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian County Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.
- Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours

worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

- **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—**Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- **Debarment and Suspension (Executive Orders 12549 and 12689)—**A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—**Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- See §200.322 Domestic preference for procurements.

- Audit Requirements of 2 CFR §200.5XX (Subpart F)

- Subrecipient must comply, and require any subcontractor to comply, with applicable audit requirements and responsibilities set forth in this Agreement and applicable state or federal law.



- If Subrecipient expends federal awards in excess of \$750,000 in a fiscal year, Subrecipient is subject to audit conducted in accordance with the provisions of 2 CFR part 200, subpart F. Copies of all audits must be submitted to the County within 30 days of completion.
- Subrecipient must save, protect and hold harmless the County from the cost of any audits or special investigations performed by the Secretary of State with respect to the funds expended under this Agreement. Subrecipient acknowledges and agrees that any audit costs incurred by Subrecipient as a result of allegations of fraud, waste or abuse are ineligible for reimbursement under this or any other agreement between Subrecipient and the County.
- System for Award Management. Subrecipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov>. This includes applicable requirements regarding registration with SAM, as well as maintaining current information in SAM. Subrecipient must also comply with applicable restrictions on subawards ("subgrants") to first tier subcontractors (first-tier "Subcontractors"), including restrictions on subawards to entities that do not acquire and provide (to the County) the unique entity identifier required for SAM registration.
- Whistleblower Protection Act. Subrecipient must comply and ensure the compliance by subcontractors, with 41 U.S.C. 4712, Program for Enhancement of Employee Whistleblower Protection. Subrecipient must inform subcontractors, contractors and employees, in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC § 4712.
- See § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment.
- See § 200.323 Procurement of recovered materials.
- Recordkeeping Requirements. Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the County. The County may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.
- Subrecipient must agree to provide or make available such records to the County upon request, and to the Government Accountability Office ("GAO"), U.S. Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.
- Civil Rights Compliance. Recipients of Federal financial assistance from the U.S. Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Subrecipient's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Subrecipient's implementing regulations, 31 CFR part 28; Age

Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Subrecipient implementing regulations at 31 CFR part 23.

- In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, U.S. Treasury will collect and review information from non-Tribal recipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. U.S. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients (see 28 CFR 42.406). U.S. Treasury may request that recipients submit data for post-award compliance reviews, including information such as a narrative describing their Title VI compliance status. This collection does not apply to Tribal governments.

- Real Property, Equipment and Other Capital Expenditures. County shall, and shall cause its Subrecipients to, maintain policies and procedures for the management of property and equipment that comply with all requirements of the applicable Uniform Guidance at 2 CFR Part 200, Subpart D, 2 CFR Part 200.310 – 200.316 and 200.439, and specific requirements of the source of funds. These regulations shall apply to all real property, equipment, and other capital expenditures purchased with the federal funding.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]

<b>Exhibit C</b>
<b>Marion County - ERP Consultant</b>
<b>Work Plan and Schedule</b>

		Start	Finish
		Date	Date
<b>Task 1:</b>	<b>Project Management</b>	<b>10/25/2023</b>	<b>2/21/2026</b>
Task 1a:	Initiate project and define project organizational structure	10/25/2023	10/27/2023
Task 1b:	Develop project charter	10/30/2023	11/3/2023
Task 1c:	develop and finalize project schedule and plan	11/6/2023	11/10/2023
Task 1d:	Project control reporting	10/23/2023	5/12/2026
<b>Task 2</b>	<b>Needs Assessment, Gap Analysis, and Action Plan</b>	<b>11/13/2023</b>	<b>5/2/2024</b>
Task 2a:	Review key source documents	11/13/2023	11/24/2023
Task 2b:	Conduct process owner interviews and develop needs assessment/gap analysis	11/20/2023	2/29/2024
Task 2c:	Identify future state business requirements/use cases	3/1/2024	3/21/2024
Task 2d:	ERP technical infrastructure review	11/20/2023	12/15/2023
Task 2e:	Finalize needs assessment	3/22/2024	4/17/2023
<b>Task 3:</b>	<b>Develop a Request for Proposal</b>	<b>4/18/2024</b>	<b>6/21/2024</b>
Task 3a:	RFP preparation and delivery planning	4/18/2024	4/24/2024
Task 3b:	Develop solution selection criteria and define decision making process	4/25/2024	5/8/2024
Task 3c:	Develop enterprise application migration plan and technical and interface requirements	4/25/2024	5/8/2024
Task 3d:	Develop request for proposal (RFP) document	5/9/2024	6/5/2024
Task 3e:	Assist with distribution of RFP document	6/6/2024	6/6/2024
Task 3f:	Pre-proposal webinar and guidance	6/21/2024	6/21/2024
<b>Task 4:</b>	<b>ERP Proposed Activities</b>	<b>8/5/2024</b>	<b>11/1/2024</b>
Task 4a:	Analyze and evaluate ERP vendor proposals	8/5/2024	8/16/2024
Task 4b:	Facilitate vendor shortlist process	8/19/2024	9/6/2024
Task 4c:	Facilitate vendor solution demonstrations and interviews	9/9/2024	10/11/2024
Task 4d:	Support post-demonstration due diligence evaluation activities	10/14/2024	10/25/2024
Task 4e:	Assist in the selection of the preferred vendor	10/28/2024	11/1/2024
<b>Task 5:</b>	<b>Contract Negotiations</b>	<b>11/4/2024</b>	<b>12/27/2024</b>
Task 5a:	Contract negotiations advisory services	11/4/2024	12/27/2024
<b>Task 6 -7:</b>	<b>ERP Implementation</b>	<b>2/6/2025</b>	<b>6/9/2026</b>
Task 6:	Project initiation and implementation planning support services	2/6/2025	3/7/2025
Task 7a:	Project execution and control support services	3/10/2025	5/12/2026
Task 7b:	Project closing and post-implementation support	5/13/2026	6/9/2026