

Contract Review Sheet

IT-5561-23

 Contract for Services #: IT-5561-23 Amendment #: _____

 Contact: Toby Giddings Department: Information Technology Department

 Phone #: (503) 588-5047 Date Sent: Friday, September 29, 2023

 Title: ERP Consultant

 Contractor's Name: Plante & Moran PLLC

 Term - Date From: execution Expires: December 31, 2028

 Original Contract Amount: \$1,381,555.00 Previous Amendments Amount: \$0.00

 Current Amendment: \$0.00 New Contract Total: \$1,381,555.00 Amd% 0%
 Incoming Funds Federal Funds Reinstatement Retroactive Amendment greater than 25%

 Source Selection Method: 20-0260 Request for Proposal RFP# IT1254-23

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.

 Desired BOC Session Date: 10/25/2023 BOC Planning Date: 10/12/2023

 Files submitted in CMS: 10/4/2023 Printed packet & copies due in Finance: 10/10/2023


 BOC Session Presenter(s) Jeff White / Gary Christofferson

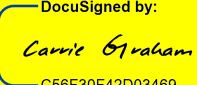
FOR FINANCE USE


 Date Finance Received: 9/29/2023 Date Legal Received: _____

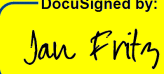
 Comments: Y

REQUIRED APPROVALS

DocuSigned by:

 90EC84E244DF43D... 9/29/2023
 Finance - Contracts Date

DocuSigned by:

 C56F30F42D03469... 10/4/2023
 Contract Specialist Date

DocuSigned by:

 D0CFC5B04B9F483... 10/3/2023
 Legal Counsel Date

DocuSigned by:

 DC18351248DE4EC... 10/3/2023
 Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

October 25, 2023

Meeting date: _____

Department: Information Technology

Title: Enterprise Resource Planning (ERP) Consultant

Agenda Planning Date: 10/12/2023 Management Update/Work Session Date: 10/10/2023 Audio/Visual aids

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

Requested Action: Approval of contract IT-5661-23 with Plante & Moran PLLC in the amount of \$1,381,555.00 for ERP Consultant Services.

Issue, Description & Background: 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. Contract IT-5661-23 with Plante & Moran is for Consulting Services for an Enterprise Resource Planning System including project management, needs assessment, RFP development, vendor selection, and ERP implementation services.

Financial Impacts: \$1,381,555.00

Impacts to Department & External Agencies: All departments will be involved in the resulting contract, working with the vendor through the process of needs assessment.

List of attachments: Contract IT-5661-23 and related documents

Presenter: Jeff White / Gary Christofferson

Department Head Signature:

DocuSigned by: Jeff White

90EC84E244DF43D...

**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’ 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.

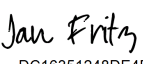
**MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:**


Chair Date

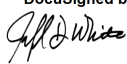
Commissioner Date

Commissioner Date

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

Department Director or designee Date
Authorized Signature:  DocuSigned by: Jan Fritz
DC16351248DE4EC... 10/3/2023

Chief Administrative Officer Date
Reviewed by Signature:  DocuSigned by: Jane E Vetto
D0CEC5B04B9F483... 10/3/2023

Marion County Legal Counsel Date
Reviewed by Signature:  DocuSigned by: J. White
90EC84E244DE43D... 9/29/2023

Marion County Contracts & Procurement Date

PLANTE & MORAN PLLC SIGNATURE

Authorized Signature: _____ Date

Title: _____

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]

Exhibit C			
Marion County - ERP Consultant			
Work Plan and Schedule			
		Start	Finish
		Date	Date
Task 1:	Project Management	10/25/2023	2/21/2026
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
Task 2	Needs Assessment, Gap Analysis, and Action Plan	11/13/2023	5/2/2024
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
Task 3:	Develop a Request for Proposal	4/18/2024	6/21/2024
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
Task 4:	ERP Proposed Activities	8/5/2024	11/1/2024
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
Task 5:	Contract Negotiations	11/4/2024	12/27/2024
Task 5a:	Contract negotiations advisory services	11/4/2024	12/27/2024
Task 6 -7:	ERP Implementation	2/6/2025	6/9/2026
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