



Contract Review Sheet

PW-6150-24

Contract for Services #: **PW-6150-24** Amendment #: _____

Contact: **Toby Giddings**

Department: **Public Works Department**

Phone #: **(503) 588-5047**

Analyst: **Kathleen George**

Title: **Electronic Construction Management System (ECMS) Replacement Project**

Contractor's Name: **RTVision**

Term - Date From: **execution** Expires: **five years from execution**

Original Contract Amount: \$ **148,250.00** Previous Amendments Amount: \$ **-**

Current Amendment: \$ **-** New Contract Total: \$ **148,250.00** Amd% **0%**

☐ Incoming Funds ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **20-0261 Multi Step RFP** RFP# **PW1295-23**

Description of Services or Grant Award

County's Public Works Department's current ECMS does not meet user needs. Currently, County uses an out of date and retiring ECMS. To move forward, County's Public Works Department needs a new ECMS that reliably handles both project-level financials and other project management tools, that improves effectiveness, improves efficiency, enabling and supporting other benefits and increased organizational productivity for County's Public Works Department. Also, the new ECMS must support daily reports, photo archiving, scheduling, quality control documentation, project communications and reports. The objective of this Contract is to replace the Public Works Department's outdated ECMS with Contractor's ECMS OneOffice (the "Project").

Desired BOC Session Date: **7/10/2024** Files submitted in CMS for Approval: **6/19/2024**

Agenda Planning Date: **6/27/2024** Printed packets due in Finance: **6/25/2024**

Management Update: **7/2/2024** BOC upload / Board Session email: **6/26/2024**

BOC Session Presenter(s) **Ryan Crowther and Lani Radtke**

FOR FINANCE USE

Comments: **Y**

REQUIRED APPROVALS

DocuSigned by:

F4592AF8CAA542C
6/18/2024
Finance - Contracts Date

DocuSigned by:

C56F30F42D03469...
6/27/2024
Contract Specialist Date

DocuSigned by:

60C98A6F708240B...
6/26/2024
Legal Counsel Date

DocuSigned by:

1E984034585E453
6/26/2024
Chief Administrative Officer Date



MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review FormMeeting date: July 10, 2024Department: Public WorksTitle: Electronic Construction Management System (ECMS) Replacement ProjectManagement Update/Work Session Date: July 2, 2024 Audio/Visual aids ☐Time Required: 5 min Contact: Toby Giddings Phone: x5047

Requested Action:

Approve contract PW-6150-24 for a replacement Electronic Construction Management System.

Issue, Description & Background:

County's Public Works Department's current Electronic Construction Management System does not meet user needs. Currently, County uses an out of date and retiring system. To move forward, County's Public Works Department needs a new system that reliably handles both project-level financials and other project management tools, that improves effectiveness, improves efficiency, enabling and supporting other benefits and increased organizational productivity for County's Public Works Department.

Financial Impacts:

\$148,250.00 for the first five years

Impacts to Department & External Agencies:

none

List of attachments:

Contract PW-6150-24

Presenter:

Ryan Crowther and Lani Radtke

Department Head Signature:

DocuSigned by:
Brian Nicholas
9793BA7ACD6D443...

**MARION COUNTY
CONTRACT FOR SERVICES
PW-6150-24**

This Contract is between Marion County (a political subdivision of the State of Oregon) hereinafter called County, and RTVision, a Minnesota Corporation hereinafter called Contractor.

RECITALS

WHEREAS, County issued Request for Proposal PW1295-23 for Electronic Construction Management System (ECMS) Replacement Project on July 25, 2023.

WHEREAS, Contractor submitted a proposal in response to PW1295-23 on September 5, 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 Contractor on February 14, 2024.

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

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

1. TERM AND CONTRACT DOCUMENTS

- A. Term. This Contract is effective on the date it has been signed by all parties and all required County approvals have been obtained ("Effective Date"). This Contract is for a term of five year ("Term") and expires five years following the Effective Date. The parties may extend the Term of this Contract by written amendment.
- B. Contract Documents. This Contract consists of the following documents, each of which is either attached and incorporated by reference, or incorporated by reference:
 - i. Page 1 of this Contract through the Contract's signature page;
 - ii. Exhibit A, Statement of Work;
 - iii. Exhibit B, Project Management Contract Standard;
 - iv. Exhibit C, Public Works ECMS Requirements, Version 2.4;
 - v. Request for Proposal PW1295-23 for ECMS; and
 - vi. Contractor's Proposal in response to RFP PW1295-23.

If an ambiguity, inconsistency, conflict or absurdity arises in the interpretation of these Contract documents, the Contract documents must be interpreted in descending order of precedence, subsection i through subsection vi.

2. CONSIDERATION

- A. The maximum, not-to-exceed compensation payable to Contractor under this Contract for the Term, which includes any allowable expenses, is **\$148,250.00**. 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 Effective Date or after the termination of this Contract. 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. Payments to Contractor shall be made in accordance with the payment schedule and requirements in Exhibit A.

3. COMPLIANCE WITH STATUTES AND RULES

- A. County and 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 Contractor. Failure of Contractor or 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 28. 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 28.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 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. Contractor's total aggregate liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or

contemplated performance of this Contract shall be limited to the total Subscription Fees paid for the user Subscriptions during the 12 months immediately preceding the date on which the claim arose.

- C. These remedies are cumulative to the extent the remedies are not inconsistent, and 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

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. Contractor shall, however, make all reasonable efforts to remove or eliminate the cause of Contractor's delay or breach and shall, upon the cessation of the cause, continue performing under this Contract. County may terminate this Contract upon written notice to Contractor 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 County reduces, changes, eliminates, or otherwise modifies the funding for any of the services identified, Contractor agrees to abide by any such decision including termination of service.

8. RECOVERY OF FUNDS

Expenditures of 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 County in excess of authorized expenditures shall be deducted from future payments or refunded to 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 County. Repayment of prior period obligations shall be made to County in a manner agreed on.

9. ACCESS TO RECORDS

- A. Contractor shall permit authorized representatives of County, State of Oregon, or the applicable audit agencies of the U.S. Government to review the records of Contractor as they relate to the Contract services in order to satisfy audit or program evaluation purposes deemed necessary by 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 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 County for any purpose not directly connected with the administration of County's or Contractor's responsibilities under this Contract except upon written consent of 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 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 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 County, 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 Contractor due to a breach by County, then County shall pay 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 County due to a breach by Contractor, then County shall pay Contractor for Work performed prior to the termination date provided such Work was performed in accordance with the Contract less any setoff to which County is entitled.

15. INDEPENDENT CONTRACTOR

- A. Contractor is a separate and independently established business, retains sole and absolute discretion over the manner and means of carrying out 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 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 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 County according to law.

17. OWNERSHIP AND USE OF DOCUMENTS

All documents, or other material submitted to County by Contractor shall become the sole and exclusive property of 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 Contractor, 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 Contractor shall pay to County the amount of the reasonable excess.
- B. In addition to the remedies in sections 13 and 14 for a breach by 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. 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.** All employers, including Contractor, that employ subject workers, as defined in ORS 656.027, shall comply with ORS 656.017 and shall provide workers' compensation insurance coverage for those workers, unless they meet the requirement for an exemption under ORS 656.126(2). Contractor shall require and ensure that each of its subcontractors complies with these requirements.
 - 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 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 bodily injury, death, and property damage in a form and with coverages that are satisfactory to County. This insurance shall include personal injury liability, products and completed operations. Coverage shall be written on an occurrence basis. Contractor shall provide proof of insurance of not less than the following amounts as determined by County:

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

Minimum Limits:

☒ \$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

☐ \$500,000 Per occurrence limit for any single claimant

☐ \$1,000,000 Per occurrence limit for multiple claimant

- 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 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 email set forth below or to such other addresses or emails 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:

Rachel Laudner
Melissa Scherer
RTVision, Inc
115 2nd St NE
Little Falls, MN, 56345

To County

Contracts and Procurement Manager
PO_Contracts@co.marion.or.us
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. AMENDMENTS

This agreement may be amended if mutually agreed to by both parties.

- A. Anticipated Amendments

This is anticipated to be amended for the following reasons:

- i. To add additional terms and add funds to cover those additional terms.
- ii. To adjust the rate

- B. Unanticipated Amendments

All other amendments for purposes not listed as Anticipated Amendments will be deemed Unanticipated Amendments.

28. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES





Contractor represents and warrants to 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. All deliverables, including goods, equipment, components, hardware, software, 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.

29. **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
<hr/>		
Commissioner		Date
<hr/>		
Commissioner		Date
<hr/>		
Authorized Signature:	<div>DocuSigned by:  9793BA7ACD6D443...</div>	6/20/2024
	Department Director or designee	Date
<hr/>		
Authorized Signature:	<div>DocuSigned by:  1E984034585E453...</div>	6/26/2024
	Chief Administrative Officer	Date
<hr/>		
Reviewed by Signature:	<div>DocuSigned by:  60C98A6F708240B...</div>	6/26/2024
	Marion County Legal Counsel	Date
<hr/>		
Reviewed by Signature:	<div>DocuSigned by:  E4592AE8CAA542C...</div>	6/18/2024
	Marion County Contracts & Procurement	Date

RTVISION SIGNATURE

Authorized Signature: _____
Date: _____

Title: _____

EXHIBIT A STATEMENT OF WORK

1. STATEMENT OF SERVICES

Contractor shall perform Services as described below.

A. GENERAL INFORMATION.

County's Public Works Department's current ECMS does not meet user needs. Currently, County uses an out of date and retiring ECMS. To move forward, County's Public Works Department needs a new ECMS that reliably handles both project-level financials and other project management tools, that improves effectiveness, improves efficiency, enabling and supporting other benefits and increased organizational productivity for County's Public Works Department. Also, the new ECMS must support daily reports, photo archiving, scheduling, quality control documentation, project communications and reports. The objective of this Contract is to replace the Public Works Department's outdated ECMS with Contractor's ECMS OneOffice (the "Project").

Contractor shall deliver and implement its ECMS OneOffice application with the functionality described in Contractor's Proposal, to replace the County's outdated ECMS. OneOffice must:

- i. Accurately capture the financial aspects of the construction project lifecycle
- ii. Provide various reports and searches
- iii. Create and track bids
- iv. Award contracts to successful bidders
- v. Provide multiple layers of security for sensitive information
- vi. Be consistent with Oregon industry standards established in the following:
 - a. Oregon Department of Transportation: Construction Manual: found at <https://www.oregon.gov/odot/Construction/Pages/Construction-Manual.aspx>
 - b. Local Agency Guidelines Manual found at: <https://www.oregon.gov/odot/LocalGov/Documents/Full-LAG.pdf>
 - c. Oregon Standard Specifications for Highway Construction 2021 found at https://www.oregon.gov/odot/Business/Specs/2021_STANDARD_SPECIFICATIONS.pdf
 - d. Oregon Department of Transportation: Manual of Field Test Procedures found at <https://www.oregon.gov/odot/Construction/Pages/Manual-of-Field-Test-Procedures.aspx>
 - e. Nonfield-Tested Materials Acceptance Guide found at https://www.oregon.gov/odot/Construction/Documents/NTMAG_202201.pdf

B. REQUIRED SERVICES, DELIVERABLES AND DELIVERY SCHEDULE.

- i. **Task 1: Project Management Plan.** Contractor shall schedule and coordinate initial meetings with County to review and prepare a Project management plan. Contractor shall provide a Project management plan specifically describing Contractor's management services for the Project ("Project Management Plan") using project management best practices as defined by County and the Project Management Institute Body of Knowledge (PMBOK). The Project Management Plan must include a detailed summary for each Project Management Plan deliverable, section and subsection, and a "Project Management Plan Overview" that summarizes how Contractor intends to deliver each deliverable, and execute each section and subsection of the Project Management Plan. The Project Management Plan must include a delivery schedule for all Services and deliverables described in this Statement of Work ("Delivery Schedule").

Contractor shall designate a manager for the Project ("Project Manager") and shall cause the Project Manager to comply with the requirements set forth in Exhibit B, Project Manager Contract Standard.

On an ongoing basis, Contractor shall consult with County, advise County as to Project status, manage the development and delivery of deliverables, documenting ECMS OneOffice requirements, make agreed-upon adjustments to the Project Management Plan, and describe the Project scope and delivery schedule to ensure that the Project goals are met and that the ECMS Contractor delivers to Marion County Public Works meets their requirements of this Contract.

Contractor shall deliver the final Project Management Plan to County no later than 30 days following the Effective Date, at which time the Project Management Plan is deemed incorporated by reference into this Contract as part of Exhibit A, Statement of Work. The parties may amend the Project Management Plan (including the Delivery Schedule) anytime by written agreement, which amended Project Management Plan is deemed amended into this Contract upon written agreement.

- ii. **Task 2: System Analysis and Detailed Functional Specifications.** Contractor shall complete a written analysis, including a gap analysis, of Marion County Public Works Department's ECMS Requirements in Exhibit C, current ECMS processes, identify areas for process improvement, develop detailed functional specifications, and document detailed business processes for the ECMS ("System Analysis and Functional Specifications") according to the Project Management Plan.

Contractor shall deliver the System Analysis and Functional Specifications to County no later than the date specified in the Delivery Schedule. Upon delivery and County's acceptance of the System Analysis and Functional Specifications, that document is deemed incorporated by reference into this Contract as part of Exhibit A, Statement of Work.

- iii. **Task 3: Development.** Contractor shall develop, test, and deliver the ECMS OneOffice to County that includes a configured ECMS that meets or exceeds the Marion County Public Works Department's ECMS Requirements in Exhibit C., that meets or exceeds the functionality described in Contractor's Proposal and that follows the prototype design documented in the accepted System Analysis and Functional Specifications Document. Contractor shall provide weekly status reports to County to discuss progress and prioritize any configuration changes that need additional discussion. No later than the date specified in the Delivery Schedule, Contractor

shall deploy the configured ECMS OneOffice to a test environment where County can perform ECMS OneOffice acceptance testing.

- iv. **Task 4: System Testing Support.** Contractor shall develop a user acceptance testing (“UAT”) guide that includes ECMS OneOffice test scenarios for County to conduct and complete. Throughout County’s UAT process, Contractor shall coordinate and conduct weekly meetings with County to respond to County’s questions about the ECMS OneOffice testing and test scenarios. No later than the date specified in the Delivery Schedule, Contractor shall deliver the UAT guide to County. Contractor shall resolve all identified defects and ECMS OneOffice setup and configuration changes according to the timeframes agreed to during Marion County testing activities.
- v. **Task 5: Full Data Import.** Contractor shall consult with the Marion County Public Works Department and Information Technology teams to perform data migration that meets the County’s requirements and shall deploy the data integration to an environment where the County can validate the results. Contractor shall complete all data integration no later than the date specified in the Delivery Schedule.
- vi. **Task 6: System Access and Training.** Contractor shall provide County-designated personnel with ECMS OneOffice system access and provide the personnel with training on the OneOffice application. On or before the beginning of scheduled training, Contractor shall deliver the ECMS User Guide for OneOffice, including all training materials, in electronic format. Contractor shall begin providing and shall complete ECMS OneOffice training of County-designated personnel no later than the date specified in the Delivery Schedule.
- vii. **Task 7: ECMS OneOffice Launch.** Upon Contractor’s delivery of the successfully-tested ECMS OneOffice application to County, County will deliver a letter to Contractor that indicates County’s acceptance of the ECMS OneOffice deliverable (“Letter of Acceptance”). Once Contractor receives County’s Letter of Acceptance, Contractor shall place the County-accepted ECMS OneOffice into the live production environment for operation. Once ECMS OneOffice is fully operational in the live production environment, the County will deem the Project delivered and completed. Contractor shall place the accepted ECMS OneOffice into the live production environment no later than the date specified in the Delivery Schedule.

Upon the purchase of a User Subscription, Contractor grants County a non-exclusive, non-transferable right to permit the Authorized Users to use the Service during the Term solely for County’s specified business operations, as described in this Contract.

- viii. **Task 8: Ongoing Maintenance and Support.** Contractor shall provide ongoing maintenance and support services (“Maintenance and Support Services”) to support the ECMS OneOffice application, including ECMS OneOffice software upgrades, annual updates, patches and fixes needed to improve OneOffice functionality and keep the ECMS OneOffice application in fully functional, working order. Contractor shall deliver Maintenance and Support Services as specified in the RTVision Service Level Agreement included in the Proposal, Pages 12 - 15.

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:

Rachel Laudner

Melissa Scherer

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 **\$148,250.00** for the initial Term.

A. METHOD OF PAYMENT FOR SERVICES:

- i. County agrees to pay Contractor at the rate of \$175 per hour, for completing all Integration and Data Migration Services.
- ii. County agrees to pay Contractor an annual OneOffice license fee of \$1,100 per User.

Contractor agrees to deliver and configure for County's use, and County agrees to pay Contractor \$3,000 for the first year following the Effective Date, for the OneOffice Test Site Solution . County shall have the option after the first year to continue use of the OneOffice Test Site Solution for \$3,000 annually thereafter.

B. BASIS OF PAYMENT FOR SERVICES.

County agrees to pay Contractor based upon milestone progress for completed Services. Within 10 days following the Effective Date, Contractor shall deliver to County a payment schedule for

County's approval ("Payment Schedule"). Upon County's approval, the Payment Schedule is deemed incorporated by reference into this Contract. County shall pay Contractor according to the Payment Schedule for all amounts due for Services completed and accepted by County and for deliverables delivered and accepted by County, after County's approval of Contractor's invoice to County for those Services and Goods.

C. **EXPENSE REIMBURSEMENT.**

County will not reimburse Contractor for any expenses under this Contract.

D. **GENERAL PAYMENT PROVISIONS.** Notwithstanding any other payment provision of this Contract, failure of 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 County to Contractor, and shall continue until Contractor submits required reports, performs required services or establishes, to County's satisfaction, that such failure arose out of causes beyond the control, and without the fault or negligence of 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: Public Works Department
PO BOX 14500
Salem, OR 97309**

EXHIBIT B

Project Management Contract Standard

1. Scope of Services:

Contractor shall follow the PMBOK best practices for the successful planning, execution, monitoring, and closure of the Project described in Exhibit A, Statement of Work.

2. Project Manager Responsibilities:

a. **Dedicated Project Manager:** Contractor shall assign a dedicated experienced “Project Manager” responsible for the overall management of the Project. The Project Manager shall serve as the primary point of contact between County and Contractor.

b. **Project Planning:** The Project Manager shall develop comprehensive Project plans, in collaboration with County, that outline milestones, tasks, responsibilities, and timelines. The Project Manager shall maintain the Project plan and schedule, including tracking dependencies, roles, and responsibilities between Contractor and County tasks.

c. **Resource Allocation:** The Project Manager shall allocate appropriate resources, including Contractor personnel and tools, to meet project objectives.

d. **Communication:** The Project Manager shall facilitate effective communication between County and Contractor, ensuring that all parties are informed of Project status, issues, and resolutions. Contractor and County agree to follow a defined communication plan that will include regularly scheduled planning meetings, weekly status meetings, conference calls, and electronic communications with County to discuss the Project and coordinate activities. The Project Manager will work in partnership with County’s Project Manager to coordinate Contractor tasks with County tasks throughout all phases of the Project.

e. **Risk/Issue Identification, Monitoring, and Resolution:** The Project Manager shall identify, monitor, and maintain a log of Project issues and risks and mitigation steps in conjunction with key County staff to ensure Project-critical tasks and target end dates are not jeopardized. The Project Manager will communicate risks and issues to the County Project Manager to escalate to the appropriate resources for resolution.

f. **Decision Tracking:** The Project Manager shall track critical Project decisions throughout all phases of the project.

g. **Quality Assurance:** The Project Manager shall implement and manage quality assurance processes to ensure that the Project meets agreed-upon standards.

h. Documentation: The Project Manager shall maintain Project documentation on a mutually agreed platform (i.e., Microsoft Teams), including Project plans, reports, meeting minutes, and electronic communications.

i. Testing and acceptance: The Project Manager shall coordinate and manage testing and acceptance procedures with a designated County Testing Coordinator.

3. Reporting and Performance Metrics:

a. Regular Reporting: The Project Manager shall provide weekly status reports to the County Project Manager unless otherwise identified in the communications plan. These reports should include Project progress, issues, risks, and resolutions.

b. Key Performance Indicators (KPIs): The Project Manager shall track mutually agreed upon KPIs relevant to Project success, such as project timelines, budget adherence, and quality measures.

4. Project Change Management:

a. Project Change Control: Any changes to Project scope, schedule, or resources must be formally requested and provided to the County Project Manager for County review and approval. Any change for the County will be initiated via the County Project Manager for Contractor review and approval.

5. Conflict Resolution:

a. Dispute Resolution: In the event of disputes or conflicts related to Project management, the Contractor's Project Manager and a designated County Project Manager shall work collaboratively to resolve issues.

6. Project Governance:

a. Project Governance: The County Project Manager shall ensure that the Contractor complies with agreed-upon Project governance related to Project management, including performance, response times, and support.

Exhibit C

Public Works ECMS Requirements Version 2.4

Version Control Log			
Version Number	Modified Date	Modified By	Description
1.0	5/6/2022	Neal Sigleer	Compiling all requirements from previous effort to this template
1.1	5/9/2022	Jill Ogden and Ryan Crowther	Identified existing system functionality for the functional requirements
2.0	5/18-20/2022	Neal Sigleer	Reorganized categories and requirements. Added Process Flows
2.1	5/23/2022	Neal, Jill, Ryan	Made corrections based on Jill's and Ryan's review
2.2	5/27/2022	Neal and Karen	Modified language and removed duplicates
2.3	6/01/2022	Neal and IT Management	Updated language in Non-Functional section.
2.4	6/07/2022	Neal	Added AOD - 001

Table of Contents

Document Description/Notes:.....	21
1. Business Need Overview:	21
2. "To Be" Functional Requirements	23
Contract Management	23
Documentation	24

Administrative and Other Features..... 25

3rd Party Login 25

Civil Rights/Equal Opportunities 26

Payment Processing 26

Reporting..... 26

Integrations 27

Non-Functional Requirements..... 27

Technical Requirements:..... 27

General 27

IF On Cloud 29

If On Prem 29

3. Process Flows..... 30

Document Description/Notes:

1. This is a business requirements document that has been created to better define Marion County business needs for those requirements to be addressed in the Public Works Electronic Construction Management System. It has been developed as an output of elicitation efforts including:
 - a. Management and staff interviews
 - b. Business requirement gathering sessions
 - c. An analysis of existing requirements and business case
 - d. Internal IT discussions

(References provided at end of this document)

2. All requirements are to be used as a baseline in matching to the solution. The process models were recorded at a “medium” level of detail to provide a base foundation of further artifact documentation. Full “low level” step by step process detail has not yet been gathered, because the future system will most likely be very different than the current system at such a level. A more granular level of detail (fleshing out of use cases) and any process changes (of current process models) may be worked out through the second demo and other implementation efforts.
3. Where requirements list “system” or “solution” in the requirement, it refers to applications supported by the selected vendor.

1. Business Need Overview:

Problem Statement

The Marion County Public Works current ECMS does not meet user needs. Currently the county uses an out of date and retiring system for construction management.

Business Opportunity

A system that reliably handles both project-level financials and other project management tools, that improves effectiveness, improves efficiency, enabling or supporting other benefits and increased organizational productivity. Also, supports daily reports, photo archiving, scheduling, QC documentation, project communications and reports.

Goals of the New Solution

The new system shall:

1. Increase efficiency of program staff with streamlined procedures
2. Accurately capture construction project lifecycle
3. Improve administrative processes with the ability to provide various reports and search.
4. Create and track bids
5. Award contracts to successful bidders
6. Provide multiple layers of security for sensitive information

2. “To Be” Functional Requirements

The Public Works Electronic Construction Management System includes the following functions. The included models were gathered at a medium level, so that many of the displayed activities for the actual implemented solution may easily be traced to the implemented solution. When preparing for implementation further detailed use cases will be drafted to gather detail necessary for UAT (collaborative effort with vendor).

Contract Management

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system should be able to perform construction work e-bidding.	Medium	PW	N	
Would like system to provide an automated process to ensure that bids being submitted will not duplicate an existing bidder	Low	PW	N	
The system must provide bid item quantity and cost tracking.	High	PW	Y	
The system must allow for setting federal, state, and local funding by percentage per bid item in project and change order estimates.	High	PW	Y	
The system must be able to enter and edit bids, print bid result detail reports, and bid result summary.	High	PW	Y	
The system must be able to award the contract to successful bidder.	High	PW	Y	
The system must allow user admin to create unique bid items.	High	PW	Y	
The system must cover project-level financials.	High	PW	Y	
The system should cover program-level financials.	Medium	PW	Y	
The system must be able to calculate payment and repayment of contracts materials on hand.	High	PW	Y	
The system must provide options to build and edit project estimates.	High	PW	Y	
The system must be able to perform price escalation, enter project items for a price escalation category, enter percent change allowed for a price escalation category and print report.	High	PW	Y	
The system must allow for reassigning project numbers.	High	PW	Y	
The system must allow user admin to set up a new project.	High	PW	Y	
The system should be able to email notifications and submittal replies from program.	Medium	PW	N	

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The System should be able to reassign existing contract, project and, project items to another contract/project.	Medium	PW	Y	
The system should have the ability to copy contract, project, and project items to another contract/project.	Medium	PW	Y	
The system must allow user to generate contract number.	High	PW	Y	
The system must allow users to enter project information including contracts, estimates, change orders, bids, and any other required project information.	High	PW	Y	
The system must be able to identify road names and numbers in projects.	High	PW	Y	
The system must auto apply funding to bid items when requested as materials on hand.	High	PW	N	
The system must alert staff if funding hasn't been added to bid item.	High	PW	N	

Documentation

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
Would like the system to support photo archiving, QC documentation, and project communications.	Low	PW	N	
Would like the system to allow for annotating documents and tagging photos to plan details.	Low	PW	N	
Would like the system to have file management capabilities to save all related work together.	Low	PW	N	
The system must allow users to upload or modify new documents and forms to an existing project.	High	PW	N	
The system should allow staff to upload additional document types (i.e..doc .docx .pdf .xls .xlsx .txt .tiff .jpeg .png .msg).	Medium	PW	N	
The system should allow users to save notes and comments to documents.	Medium	PW	N	

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system must have the ability to delete documents.	High	PW	Y	

Administrative and Other Features

Description	Criticality	Owner	Existing System Functionality (Yes/No)
<p>Adhere to guidelines and policies located at:</p> <ol style="list-style-type: none"> Oregon Department of Transportation : Construction Manual : Construction : State of Oregon Local Agency Guidelines: LAG Manual (Full) (oregon.gov) Oregon Standard Specifications for Highway Construction 2021: 21 Special Provisions (oregon.gov) Oregon Department of Transportation : Manual of Field Test Procedures : Construction : State of Oregon NONFIELD-TESTED MATERIALS ACCEPTANCE GUIDE: Microsoft Word - NTMAG_2022_January_CoverPages.docx (oregon.gov) 			
System must allow for customizable data retention periods based on document type.	High	IT	N
System must capture system user actions and provide an audit log.	High	PW	Y
System must allow admin users to create document templates.	High	PW	N
The system should send automated notifications and reminders.	Medium	PW	N
The system should allow admin user to configure field attributes.	Medium	PW	N
The system must have the ability to add new system user accounts.	High	PW	Y
The system must have the capability to assign different access levels for various users.	High	PW	N
The system should have dashboards that tracks workflow and status.	Medium	PW	N

3rd Party Login

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system must provide login ability for authorized 3 rd parties.	High	IT	N	
The system must provide records search for 3 rd party login.	High	IT	N	
The system must allow county staff to customize user login to view only specific system functions.	High	IT	N	

Civil Rights/Equal Opportunities

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system should have tracking of civil rights, Equal Employment Opportunities (EEO), Disadvantaged Business Enterprises (DBE), On the Job Training (OJT), and certified payroll submittals.	Medium	PW	N	

Payment Processing

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
Would like the system to have internal contract payment requests and approvals.	Low	PW	N	
The system must be able to invoice, edit, track, and print Payments.	High	PW	Y	
The system should allow for inquiries to search for payments by payment due dates.	Medium	PW	N	
The system should support an online approval process before transactions are completed.	Medium	PW	N	

Reporting

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system must be able to export reports directly to Excel.	High	PW	N	
The system must have the ability to select beginning and end dates on reports.	High	PW	Y	

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system should be able to track construction and material submittals.	Medium	PW	Y/N	There are a few submittal documents li not tracking and approval tools
The system should be able to track subcontracts.	Medium	PW	Y/N	Does provide ability to list subcontracto not tracking and approval tools
The system must have custom reporting capabilities/queries.	High	PW	N	
The system should have the ability to convert report forms into MS word and PDF files.	Medium	PW	N	
The system must provide a search feature to allow users to search for a specific contract, project, or vendor.	High	PW	Y	
The system must have the ability to create reports for bids, bid schedules, payments, change orders, and estimates.	High	PW	Y	

Integrations

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system must integrate with FIMS to use County contractors.	High	PW	Y	
The system must integrate with the Internal StreetSaver SQL DB for street information.	High	PW	Y	
The system must integrate with Laserfiche as part of data management.	High	PW	N	
The system should be able to integrate with SAIC SSO	Medium	PW	N	

Non-Functional Requirements

The following have been identified as non-functional requirements

Technical Requirements:

General

	Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
	The system should be able to support 2-25 users with hundreds of contract documents	Medium	IT		
	The system should have Role Based Access Controls (RBAC), Attribute Base Access Controls, Rule-Based Access Controls, and Data Encryption.	Medium	IT		
	<p>The system must use FIPS-validated cryptography, normally Advanced Encryption Standard (AES) or better. "Cryptographic Module Validation Program (CMVP) to meet requirements specified in FIPS Publication 140-2 (as amended)</p> <p>a. FIPS PUB 46-3, Data Encryption Standard also known as Triple DES or DES 3.</p> <p>b. FIPS PUB 74, Guidelines for Implementing and Using the NBS Data Encryption Standard.</p> <p>c. FIPS PUB 81, Data Encryption Standard Modes of Operation.</p> <p>d. FIPS PUB 113, Computer Data Authentication.</p> <p>iii</p> <p>e. FIPS PUB 171, Key Management Using ANSI X9.17.</p> <p>f. FIPS PUB 180-1, Secure Hash Standard.</p> <p>g. FIPS PUB 186-2, Digital Signature Standard.</p> <p>h. Special Publication 800-2, Public Key Cryptography.</p> <p>i. Special Publication 800-20, Modes of Operation Valid"</p>	High	IT		
	The system must provide single sign-on (SSO) capabilities via SAML2.X or greater or active directory, which a user logs on once, and then accesses all the resources without entering their credentials again.	High	IT		
	The solution should have the ability to protect data from being modified simultaneously by multiple sessions.	Medium	IT		
	There must be a way to recover from administrator and/or user error, either by restoring from a backup or reverting to a previous version of the data.	High	IT		
	Solution must have error messages, logs, and alerts.	High	IT		
	Vulnerabilities must be identified and reported no more than 30 days after identification. Any 0 days vulnerabilities must be identified and reported immediately.	High	IT		
	The vendor must provide documentation for the service, have training available for users and provide best practices to customer system administrators.	High	IT		
0	Would like the vendor to provide a data model that includes all concepts, attributes, and associations.	Low	IT		

If On Cloud

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
The system must be accessed from anywhere with any device.	High	IT		
The system must have offline use capabilities, and can sync to Cloud when online.	High	IT		
Describe what happens when network is unavailable.	High			
If the solution is cloud based a Disaster Recovery process must be clearly defined.	High	IT		
If the solution is cloud based the availability of the system must be at least 99.9% up-time.	High	IT		
If solution is cloud-based maintenance windows must be communicated in advance.	High	IT		
If the solution is cloud-based data must be encrypted at rest using a customer-supplied key.	High	IT		
If cloud based, data must comply with the Federal Risk and Authorization Management Program (FedRAMP) and only host the data in the US.	High	IT		
If cloud based the solution must provide reports for compliance including user access, authorizations, and actions.	High	IT		

If On Prem

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
If on-prem, the system must be compatible with County desktop and portable hardware which is standardized on Dell products. The County is currently using Windows 10.	High	IT		
If on-prem, the system must be able to integrate with Microsoft Office as it is the standards productivity suite. Office 365 is in use.	High	IT		
If on-prem the system must be able to integrate with current County databases. Most applications are hosted on Windows Sever 2012. Microsoft SQL Server version 2019 our preferred database platform.	High	IT		
If on-prem, the system must connect with County servers. The majority of County servers are hosted on VMware ESX County-owned fiber is available geographically throughout the County which provides for gigabit connectivity to most locations. Leased-line services are provided by local	High	IT		

Description	Criticality	Owner	Existing System Functionality (Yes/No)	Notes:
telecom contractors although the need for these services has been decreasing due to an increase in fiber availability.				
If on-prem, the system must comply with County internet and firewall requirements. Internet connectivity that is provided through the State of Oregon connection is at least 1Gb. The County has redundant firewalls and provides for multiple restricted demilitarized zones (DMZs) to protect Internet facing servers and the secure County network.	High	IT		
If on-prem the system must be able to operate on 1Gb Lan to the desktop. Internal network is designed to provide logical segmentation between locations and departments while allowing the use of enterprise services.	High	IT		

3. Process Flows

