

AGREEMENT BETWEEN YAMHILL COUNTY AND

BERRY DUNN MCNEIL & PARKER, LLC dba BERRYDUNN

This AGREEMENT, made and entered into this, the ___ day of July, 2020, by and between **Yamhill County**, a political subdivision of the State of Oregon, whose location is 434 NE Evans Street, McMinnville, OR 97128, hereinafter referred to as the "COUNTY," party of the first part, and **Berry Dunn McNeil & Parker, LLC** dba BerryDunn, a Maine limited liability company, with an office located at 100 Middle Street, Portland, ME 04101, hereinafter referred to as the "CONSULTANT," party of the second part.

RECITALS:

A. COUNTY, through its Accounting Department, has determined the need for an ERP (Enterprise Resource Planning) Software Consultant to assist the COUNTY in developing functional and technical requirements and plans for the solicitation and implementation of a new software system to replace the COUNTY's existing financial management and human resources software system. COUNTY has determined that it is necessary for COUNTY to contract with a qualified consultant with training and expertise in providing such ERP consulting services (the "Project").

B. COUNTY has budgeted funds to perform the Project. COUNTY conducted a competitive proposal process to select the most qualified consultant to provide the services described herein.

C. CONSULTANT was the most qualified proposer and is qualified to provide the required Project services and to perform the other related duties required by COUNTY and imposed by this AGREEMENT. COUNTY and CONSULTANT desire to enter into this AGREEMENT and COUNTY is authorized to enter into this AGREEMENT under ORS 203.010(3). NOW, THEREFORE

AGREEMENT:

WITNESSETH: That the CONSULTANT does hereby agree with the COUNTY for the consideration named herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, to perform the services stipulated in this AGREEMENT.

1. CONSULTANT'S SERVICES

A. The CONSULTANT, on behalf of the COUNTY, shall perform and carry out in a professional manner components essential for an "Enterprise Resource Planning (ERP) Consultant."

B. The Scope of Work shall be defined by Exhibit A, "Scope of Work," the COUNTY'S Request for Proposal, entitled "Enterprise Resource Planning Consultant" dated January 6, 2020, and CONSULTANT'S response entitled, "A Proposal For An Enterprise Resource Planning (ERP) Consultant" dated January 27, 2020 (the "Services").

C. Compensation for work provided by CONSULTANT will be as prescribed in Exhibit B, "Cost of Services."

2. THE COUNTY SHALL PROVIDE

- A. Access to pertinent information and available data requested by the CONSULTANT.
- B. Certain assumptions that may be necessary to the CONSULTANT.
- C. Attendance and participation at all scheduled meetings and work sessions.
- D. Timely review of draft and preliminary materials submitted by the CONSULTANT.

3. DOCUMENTS

A. All documents and Services provided by the CONSULTANT pursuant to this AGREEMENT are instruments of service with respect to this Project. Upon receipt of payment for Services due, the CONSULTANT'S documents and material developed by the CONSULTANT under this AGREEMENT, including all instruments of service, are the property of the COUNTY (the "Work Product") and shall be considered works made for hire by CONSULTANT for COUNTY. Except as set forth below, COUNTY shall exclusively own all United States and international copyrights and all other intellectual property rights in the Work Product. The COUNTY shall have the right to re-use documents and computer software on extensions of the Project or for other projects; such re-use shall be at the COUNTY'S sole risk and without liability or legal exposure to the CONSULTANT.

B. With the sole exception of any Preexisting Works, as defined and identified below, CONSULTANT agrees to assign, and upon creation of Work Product automatically assigns, to COUNTY, its successors and assigns, ownership of all United States and international copyrights and all other intellectual property rights in such Work Product. This assignment is undertaken in part as a contingency against the possibility that any such Work Product, by operation of law, may not be considered a work made for hire by CONSULTANT for COUNTY. From time to time, upon COUNTY's request, CONTRACTOR and/or its personnel shall confirm such assignments by execution and delivery of such assignments, confirmations of assignments, or other written instruments as COUNTY may request. COUNTY and its successors and assigns shall have the right to obtain and hold in its own name all copyright registrations and other evidence of rights that may be available for Work Product and any portions thereof.

C. In the event that any portion of the Work Product constitutes a preexisting work for which CONSULTANT cannot grant to COUNTY the rights set forth above, CONSULTANT shall specify below: (1) the nature of such preexisting work; (2) its owner; (3) any restrictions applicable to CONSULTANT's or COUNTY's use of such preexisting work; and (4) the source of CONSULTANT's authority to employ the preexisting work in the preparation of the Work Product. Any works that satisfy the above requirements shall be considered as "Preexisting Works." The only Preexisting Works that may be used in any Work Product are the Preexisting Works specified herein, if any, and any Preexisting Works that may be approved in writing by COUNTY prior to use.

D. CONSULTANT hereby grants to COUNTY a non-exclusive, royalty-free, worldwide, perpetual and irrevocable license to the Preexisting Works and to any CONSULTANT source

code or other CONSULTANT software utilized in any Work Product or Preexisting Work.

4. NONDISCLOSURE OF PROPRIETARY INFORMATION

The CONSULTANT shall consider all information provided by the COUNTY and all reports, studies, and other documents resulting from the CONSULTANT'S performance of this service to be proprietary ("Confidential Information") unless such information is available from public sources. The CONSULTANT shall not publish or disclose Confidential Information for any purpose other than the performance of the Services without the prior written authorization of the COUNTY or in response to legal process. Except as provided below, the CONSULTANT shall maintain all Confidential Information, including originals, in the CONSULTANT'S files for a period of not less than two years from the final report and shall provide the COUNTY access to and the right to examine and copy of such Confidential Information contained in the files pertaining to the Services. Furthermore, CONSULTANT agrees that, following termination, at COUNTY's request, CONTRACTOR shall turn over to COUNTY all documents, papers and other matter in CONSULTANT's possession that embody Confidential Information.

5. CHANGES AND ADDITIONS

A. It shall be the responsibility of the CONSULTANT to notify the COUNTY, in writing, of any necessary modifications or additions in the Scope of this AGREEMENT. Compensation for changes or additions in the Scope of this AGREEMENT will be negotiated and approved by the COUNTY and CONSULTANT in writing.

B. It is understood and agreed to by both the COUNTY and the CONSULTANT that such modifications or additions to this AGREEMENT shall be made only by the full execution of the CONSULTANT'S standard contract change order form.

6. ADDITIONAL SERVICES

The COUNTY, at its discretion, may request additional services. When requested by the COUNTY, in writing, the CONSULTANT may perform additional services, associated with this Project, which are outside the original scope of services. Compensation for these additional services will be based on current billing rates plus reasonable travel expenses. The COUNTY shall approve the scope, number of hours, and fee schedule for such services with the CONSULTANT before any additional work commences.

7. NOTICE

Any notice, demand, or request required by or made pursuant to this AGREEMENT shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the representative specified below or as otherwise designated in writing and mutually agreed. However, any notice of suspension or termination pursuant to paragraph 10 hereof, if mailed, shall be sent by United States certified mail, postage prepaid, return receipt requested and shall not become effective until the date of receipt. Nothing contained in this Article shall be construed to restrict the transmission or routine communications between representatives of the CONSULTANT and the COUNTY.

A. The COUNTY'S Representative's will be the "COUNTY Finance Manager", as otherwise designated in writing: Mike Barnhart, Yamhill County Finance Manager, 434 NE Evans,

McMinnville, OR 97128

B. The CONSULTANT'S Representative shall be Seth Hedstrom, Principal, or as otherwise designated in writing and accepted by the COUNTY in writing. Nothing contained in this Article shall be construed to restrict the transmission or routine communications between representative(s) of the CONSULTANT and the COUNTY.

8. MANNER OF PAYMENT

A. The CONSULTANT shall furnish the COUNTY with timely progress invoices each month for Services rendered to date for each Project phase. The terms of payment will be net thirty (30) days following receipt, review and approval of invoices.

B. Late payment charge can be assessed at the rate of one percent (1%) per month for any past due payments.

C. Should any statement be the subject of a legitimate dispute between the parties, no late payment charge shall apply to any amounts not paid by the COUNTY because of said dispute; COUNTY shall pay all amounts not reasonably deemed to be included in the dispute.

9. FORCE MAJEURE

We will endeavor and use commercially reasonable efforts to complete all work contemplated under this Agreement. However, neither party shall be liable to the other for any failure or delay of performance of any obligation under this AGREEMENT to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible. As used in this section, "force majeure" means any cause beyond the reasonable control of a party including, but not limited to, an act of God, nature, act of aggression, fire, strike, flood, riot, war, delay of transportation, terrorism, pandemics or other widespread outbreaks of infectious diseases or inability due to the aforementioned causes to obtain necessary labor, material, or facilities.

10. TERMINATION OR SUSPENSION OF CONTRACT

A. The obligation to continue Services under this AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party; provided, however, that the terminating party has first given the other party written notice of the reason for such termination and the other party has failed to cure or rectify the issue or matter within fifteen(15) days of receipt of such notice.

B. In addition,(i) either party may terminate this AGREEMENT, without cause, on thirty (30) calendar days written notice to the other party, and (ii) in the event COUNTY no longer receives funds adequate to enable it to continue this AGREEMENT, it will provide written notice of immediate termination of this AGREEMENT to CONSULTANT. Upon issuance of notice, this AGREEMENT is terminated. However, any obligations existing at the time of termination will survive termination. CONSULTANT shall not make expenditures, enter into agreements, or

encumber funds in its possession, or to be transferred by COUNTY, after notice of termination or termination as set out above, without prior written approval from COUNTY. Termination shall not excuse liabilities incurred prior to the termination date.

C. In the event the COUNTY terminates the CONSULTANT'S Services as permitted under Section 10.A or B of this AGREEMENT, the COUNTY shall pay the CONSULTANT for all Services performed to the effective date of termination. The CONSULTANT shall be entitled to receive only the fair value of Services rendered and direct out of pocket expenses incurred hereunder prior to the effective date of such termination. Upon restart of a project previously terminated, equitable adjustment may be made to compensation for remobilization of the project.

11. ASSIGNMENT

Neither the COUNTY nor the CONSULTANT shall assign or transfer their rights or obligations in the AGREEMENT without consent of the other; such consent shall not be unreasonably withheld.

12. INSURANCE

CONSULTANT, at CONSULTANT's own expense, shall obtain the following insurance coverage and keep them in effect during the entire term of this AGREEMENT (except with respect to Professional Liability Insurance, which shall be kept in effect for a period of the term of this AGREEMENT plus two years):

- A. Workers' Compensation Insurance in compliance with statutory requirements;
- B. Commercial General Liability Insurance (including contractual liability subject to policy terms, conditions, and exclusions and completed operations coverage, and coverage for liability resulting from hazardous substances), on an occurrence basis, with not less than \$2,000,000 per occurrence for bodily injury and property damage liability, with an annual aggregate limit of \$3,000,000;
- C. Professional Liability Insurance, including Errors and Omissions coverage, with a per occurrence and aggregate limit of not less than \$1,000,000, to protect against all loss suffered by COUNTY or third parties, including financial and consequential loss, caused by error, omission, or negligent acts related to the Project work or Services provided under the AGREEMENT.
- D. Commercial Automobile Liability Insurance, with a combined single limit, or the equivalent of not less than \$1,000,000 per occurrence, for bodily injury and property damage with respect to CONSULTANT's vehicles, whether owned, hired, or non-owned, assigned to, or used by CONSULTANT in connection with the Services.

The required insurance coverages shall be (i) with insurance companies admitted to do business in the state of Oregon and rated A or better by Best's Insurance Rating, and (ii) acceptable to COUNTY. At COUNTY's request, CONSULTANT shall furnish COUNTY with certificates of insurance for each of the required insurance coverages. The certificates of insurance shall indicate (a) the types of insurance coverage, (b) the identity of all persons or entities covered, (c) the amounts of insurance coverage, and (d) the period of insurance coverage. Any required insurance coverage shall provide that it may not be canceled except after at least 30 days written notice to COUNTY.

The Commercial General Liability and Commercial Automobile Liability shall (i) name COUNTY, its directors, officers, and employees, as additional insureds, (ii) provide that it is primary insurance with respect to the interests of COUNTY and that any insurance maintained by COUNTY is excess and not contributory, and (iii) include a cross-liability and severability of interest clause and a waiver of subrogation clause.

13. ETHICS IN PUBLIC CONTRACTING

The CONSULTANT certifies that its proposal is and was made without collusion or fraud and that CONSULTANT has not offered or received any kickbacks or inducements from any other contractor, supplier, manufacturer or subcontractor in connection with CONSULTANT'S proposal, and that CONSULTANT has not conferred with any public employee having official responsibility for this procurement transaction nor has CONSULTANT received any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

14. SEVERABILITY

If any part, term, or provision of this AGREEMENT shall be found by the Court to be legally invalid or unenforceable, then such provision or portion thereof, shall be performed in accordance with applicable laws to the extent possible. The invalidity or unenforceability of any provision or portion of this AGREEMENT or any contract document shall not affect the validity of any other provision or portion of this AGREEMENT or any contract document.

15. AGREEMENT CONSTRUED UNDER OREGON LAWS

This AGREEMENT, and any disputes arising out of or related hereto, shall be governed exclusively by the internal laws of the State of Oregon without regard to its conflicts of laws rules. Any claim, action, suit or proceeding between COUNTY and CONSULTANT that arises from or relates to this AGREEMENT shall be brought and conducted solely and exclusively within the Circuit Court of Oregon for Yamhill County. CONSULTANT HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF THESE COURTS AND WAIVES ANY OBJECTION TO VENUE IN THESE COURTS AND ANY CLAIM THAT THIS FORUM IS AN INCONVENIENT FORUM

16. INDEPENDENT CONTRACTOR

CONSULTANT is engaged hereby as an independent contractor, and will be so deemed for purposes of the following:

A. CONSULTANT will be solely responsible for payment of any federal or state taxes required as a result of this AGREEMENT. COUNTY will not withhold any state or federal income taxes from payments owed CONSULTANT.

B. As an independent contractor, CONSULTANT acknowledges and agrees that CONSULTANT is not entitled to any benefits granted to COUNTY employees. Without limitation, but by way of illustration, the benefits which are not granted to CONSULTANT include vacation, holiday and sick leave, other leaves with pay, tenure, medical, and dental coverage, life and disability insurance, overtime, Social Security, Workers' Compensation, unemployment compensation, or retirement benefits, except as otherwise required by law.

C. CONSULTANT is an independent contractor for purposes of the Oregon Workers' Compensation law (ORS Chapter 656) and is solely liable for any Workers' Compensation coverage under this AGREEMENT. If CONSULTANT has the assistance of other persons in the performance of this AGREEMENT, CONSULTANT will qualify and remain qualified for the term of this AGREEMENT as a carrier-insured employer or a self-insured employer under ORS 656.403 et. seq.

17. INDEMNIFICATION

- The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the County and each of its officers, agents and employees against all damages, liabilities, costs and claims, including but not limited to attorney fees, arising from the willful misconduct or negligent acts of the Consultant in the performance of professional services under this Agreement, to the extent that Consultant is responsible for such damages, liabilities, costs and claims on a comparative basis of fault and responsibility between the Consultant and the County. The Consultant shall not be obligated to indemnify the County for the County's own negligence or willful misconduct.

18. COMPLIANCE WITH APPLICABLE LAWS; COMPLIANCE WITH TAX LAWS

CONSULTANT agrees to comply with the rules and regulations of COUNTY, applicable state and federal regulations and all other provisions of state and federal law relating to CONSULTANT's performance of Project Services under this AGREEMENT. To the extent applicable, CONSULTANT certifies it shall comply with all applicable Public Contract Laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and 279C.580 (3) and (4). ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.545 and ORS 279C.580(3) and (4) are incorporated into this Agreement by reference. CONSULTANT will provide Services to COUNTY clients without regard for race, color, creed, religion or national origin in compliance with Title IV, Civil Rights Act, 1954. Further, CONSULTANT certifies compliance with the tax laws of the State of Oregon or a political subdivision of the state, including ORS 305.620 and ORS Chapters 316, 317 and 318.

19. ATTORNEY FEES

In the event of legal suit or action, including any appeals therefrom, brought by either party against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions under this Agreement, each party shall pay their own attorney's fees and costs incurred in the suit or action, including investigation costs, expert witness fees and all costs of depositions.

20. PROHIBITION OF DISCRIMINATION

In hiring employees or subcontractors for performance of Services under this Agreement neither Contractor, any subcontractor or any other person acting on their behalf shall by reason of race,

religion, age, color, creed, physical handicap or sex discriminate against a person who is qualified and available to perform Services to which employment relates.

21. CERTIFICATION OF READING AND UNDERSTANDING OF DOCUMENTS; PRECEDENCE

The CONSULTANT hereby certifies it has read and fully understands and this AGREEMENT and CONSULTANT accepts this AGREEMENT and its terms and conditions, including solicitation documents. The CONSULTANT understands and acknowledges that in signing this AGREEMENT the CONSULTANT waives all rights to plead any misunderstandings regarding the same. In the event of a discrepancy or inconsistency between CONSULTANT's proposed "Statement of Work" or any other contract document, and this AGREEMENT, this AGREEMENT shall take precedence.

22. SUBCONTRACTS; ASSIGNMENT

CONSULTANT shall not enter into any subcontracts for any of the Services required under this AGREEMENT without COUNTY's prior written consent. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld).

23. COUNTERPARTS

This AGREEMENT may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

24. WAIVER AND CUMULATIVE REMEDIES

No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

25. EXHIBITS AND RECITALS

All exhibits and schedules referenced herein are incorporated herein. The recitals set forth above are incorporated into this Agreement as a material and substantive part of this Agreement.

26. ENTIRE UNDERSTANDING

This AGREEMENT comprises the entire understanding between the parties and cannot be modified, altered or amended, except in writing and signed by all parties.

IN WITNESS WHEREOF, the parties hereto have executed and sealed this AGREEMENT as of the day and year first above written.

YAMHILL COUNTY



BY: _____
CASEY KULLA, Chair
County Commissioner

**BERRY, DUNN, MCNEIL &
PARKER, LLC dba
BERRYDUNN**



BY: _____
SETH HEDSTROM, Principal

APPROVED AS TO FORM



By: _____
CHRISTIAN BOENISCH
County Counsel

Accepted by Yamhill County
Board of Commissioners on
7/30/2020 by Board Order
20-247

**EXHIBIT A
STATEMENT OF WORK**

**BerryDunn Statement of Work for Yamhill County Enterprise Resource Planning (ERP)
Consulting Project**

A. Detailed Work Plan

What follows is a detailed account of our work plan to complete the County's desired tasks as the Statement of Work for this project.

Phase 1: Project Coordination and Initiation

1. Conduct initial project planning and facilitate kickoff meeting with County project team.

BerryDunn will conduct an initial project planning teleconference with the County's project team to introduce key team members, clarify goals and objectives, identify known project constraints, and refine dates and/or tasks, as appropriate. We will discuss our approach for managing communications between BerryDunn and the County, and our approach to the scope, risks, and resource management. We will also request names and contact information for the appropriate staff members who will be involved in the project. These discussions will inform the development of the draft Project Work Plan and Schedule.

2. Develop draft Project Work Plan and Schedule and review with the County project team via teleconference to update to final.

Based on the information gathered from our project planning teleconference, BerryDunn will develop the Project Work Plan and Schedule, which will address our approach for communications, scope, risks, and resource management. The Project Work Plan and Schedule will also address BerryDunn's approach to providing the exact services requested by the County and the agreed-upon timeframe for each task. In addition, the Project Work Plan will incorporate agreed-upon procedures between BerryDunn and the project team related to project control, including quality management and deliverable submission/acceptance management.

After providing draft versions of these materials in advance, BerryDunn will then facilitate a teleconference to review the drafts and solicit feedback from the project team. This feedback will be incorporated into the document, which will then be distributed to the project team in final form.

D01. Project Work Plan and Schedule

3. Develop Bi-weekly Status Updates. Throughout the project, the project manager will provide Bi-weekly Status Updates that describe the activities and accomplishments for the reporting period, plans for the upcoming month, risks or issues encountered during the reporting period, and anticipated problems that might impact any project deliverable. If desired, we will meet with the County's project manager to review the status updates.

D02. Biweekly Status Updates

Phase 2: Requirements Analysis

4. Develop and issue a strengths, weaknesses, opportunities, and threats (SWOT) web survey and an Information Request and review results. We will develop and distribute to County staff

EXHIBIT A
STATEMENT OF WORK

a web survey to understand issues and challenges with current business processes. We anticipate that this survey will be issued to the core department stakeholders and used to help determine the current challenges and areas for improvement. Prior to issuing the web survey, we will review the questions with the project team. We will use the survey results as one of many data points in developing our evaluation of the current environment.

Prior to conducting our on-site work, we will provide the project team with an information request sheet to request available documentation that will be helpful to us during the project (e.g., organizational charts, documentation on existing systems, and policy documentation). We will respectfully request that the project team provide the requested information prior to the project kickoff meeting and interviews, as reviewing this information in advance of our on-site work will enable us to be more efficient, become more knowledgeable of the current environment, and make best use of personnel's time.

5. **Facilitate on-site Kickoff Presentation.** We will conduct an on-site project kickoff meeting with County leadership and all project stakeholders. This will serve as an opportunity to introduce project team members, discuss goals, present our project approach and methodology, review the schedule of key project dates, and answer questions. As part of this presentation, the project sponsor is expected to participate and speak to the goals and objectives of the initiative.
6. **Facilitate on-site fact-finding meetings.** Following the project kickoff meeting, we will conduct on-site fact-finding meetings with County staff from the departments identified as current and future users of the ERP solution, including IT staff and representative stakeholders from each department. We will explore their experiences in daily interaction with the system, along with any additional areas we identify prior to or during the kickoff meeting. The purpose of these meetings is to review, evaluate, and document the County's existing system functionality and understand processes that are critical or unique to the County. Where appropriate, our team will observe staff conducting business process routines.

In addition, we will meet with representatives from the County's IT staff who support the existing applications to review available system documentation, existing data elements, and data reporting needs. This will help us understand the County's current IT staffing and support structure, existing system functionality, and potential areas of focus for a new ERP solution. We anticipate these fact-finding interviews will take place over three days, with four BerryDunn team members facilitating these meetings. When necessary, the BerryDunn team will accommodate unanticipated scheduling challenges of County personnel to make the best use of on-site time. Our approach is to always do what we can to accommodate such needs, providing the opportunity for all stakeholders to contribute their thoughts and ideas. We will schedule meetings to address all functional areas in the County's requested scope that may be part of a future ERP environment.

7. **Develop draft Requirements Analysis Report and review with the County project team via teleconference to update to final.** Drawing on the information gathered through our review of documentation, web survey results, and on-site fact-finding sessions, we will prepare a draft Requirements Analysis Report. This report will contain key themes resulting from the fact-finding meetings, including but not limited to:
 - Existing application listing and summary
 - Business process work flow inputs, outputs, and supporting tools and technologies

**EXHIBIT A
STATEMENT OF WORK**

- Current processes challenges faced
- Areas of focus for future process improvement
- Considerations related to interfaces, budget planning, as well as other system selection next steps

We will provide a draft of the Requirements Analysis Report to the County for review and facilitate an on-site work session to explain our findings, gain feedback, and build consensus related to the presented decision points. We believe it is important to obtain the County's validation and approval of these findings, as this information will serve as the basis for future requirements. We will then revise the report and update to final.

D03. Requirements Analysis Report

Phase 3: RFP Development

- 8. Develop Preliminary Functional and Technical Requirements.** BerryDunn has developed a database of ERP-specific technical and functional requirements based on our experience with other governmental agencies, as well as our knowledge of software system functionality and best practices. Drawing from this database, we will make refinements based on those processes that are critical or unique to the County.

These requirements will support supplemental functionality requirements with key reporting, interface, and conversion enhancements. In our recent experience, those areas have significantly differentiated vendors' solutions and require a specific focus in the selection activities. Our analysis typically results in about 75% of the requirements being defined upfront for most of our clients.

D04. Preliminary Functional and Technical Requirements

- 9. Facilitate on-site work session to review requirements and update to final.** BerryDunn will facilitate a series of joint requirements planning (JRP) work sessions with County stakeholders and BerryDunn team members to review the preliminary requirements. We will reconvene many of the same stakeholders, organized by functional area, which met during fact-finding activities to discuss the future system capabilities. Using the preliminary list, we will review and confirm each item as well as assign a relative criticality to communicate to vendors responding to the list as part of their RFP responses. We will also facilitate similar meetings to review potential interfaces and potential data conversion objects. Once these have been reviewed, we will update the list to final.

Our role in facilitating the JRP work sessions involves contributing our focused knowledge of the vendor marketplace to align the items requested in the list with the goals and objectives of the project. For example, we might comment on where functionality being requested is beyond the core capabilities of vendors and might represent a cost increase. Conversely, we can help advise on requirements to include that might be commonplace today, but beyond the familiarity of County stakeholders. We anticipate these work sessions taking place over three days with four BerryDunn team members involved.

D05. Functional and Technical Requirements

**EXHIBIT A
STATEMENT OF WORK**

- 10. Develop a draft RFP document.** We will then develop an RFP using a proven format that incorporates information pertaining to the history of the project, a high-level description of the County's current environment, the County's desired approach to implementing a new ERP solution, the County's functional and technical requirements, and a structured list of points for vendors to address in their responses. Our team will also work with the County to develop objective evaluation criteria to include in the RFP. We will then prepare a scoring matrix to track significant strengths and limitations of each proposal reviewed, based upon established evaluation criteria.
- 11. Hold on-site work session with the County project team to review draft and update to final.** BerryDunn will coordinate an on-site work session with the County's project team to review the draft RFP, collecting any feedback or additional terms for inclusion, before updating the RFP to final and providing it to the project team for distribution through its standard channels. In addition, BerryDunn can provide a distribution list that includes most of the major ERP solution vendors in the market.

D06. RFP Document

Phase 4: Evaluation of Proposals

- 12. Assist with responding to vendor questions and developing addenda.** The BerryDunn team will assist the project team in responding to vendor questions and developing corresponding addenda.
- 13. Assist with facilitating vendor pre-proposal conference.** The BerryDunn team will also coordinate, plan, and lead a pre-proposal teleconference for interested vendors, facilitating the question-and-answer portion of the meeting. BerryDunn will then compile a list of questions raised and will prepare, on behalf of the County, suggested responses. These will be provided in a format that the project team can review, revise, and ultimately publish as an addendum to the RFP, as determined by procurement staff.
- 14. Perform initial completion review of vendor proposals received, identify initial items for clarification, and develop Proposal Executive Summary Memo.** BerryDunn will facilitate the proposal review process by analyzing up to six vendor proposals to identify issues, risks, exceptions, omissions, and objections, compiling them in a single, executive-level Proposal Executive Summary Memo. The memo will identify key areas for consideration by the evaluation team related to each vendor's ability to meet minimum requirements, and alignment with the evaluation criteria within the RFP. This memo will also include a comparison of vendor responses to the Functional and Technical Requirements.
- 15. Facilitate onsite round 1 scoring meetings to identify short-listed vendors and items needing clarification.** BerryDunn will participate in a meeting with the Evaluation Team to review the proposal summaries, provide discussion of each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors to invite for demonstrations. We will clarify any open items with these short-list vendors before issuing invitations for demonstrations.

**EXHIBIT A
STATEMENT OF WORK**

D07. Proposal Summary Memo and Short-List Identification

- 16. Assist the project team in planning for demonstrations and writing demo scripts.** BerryDunn will meet with the project team to discuss the format of vendor demonstration scripts. We will develop a draft demonstration script template and provide it to the project team for review. After finalizing an approved version, we will provide the appropriate scripts to each vendor in advance of their onsite demonstrations.
- 17. Facilitate pre-demonstration conference calls with short-list vendors.** We will facilitate teleconferences with each of the vendors invited to demonstrations to allow the opportunity for the vendors to ask questions about demonstration scripts and the approach for the demonstrations.
- 18. Facilitate vendor demonstrations.** A BerryDunn team member will attend demonstrations and assist the project team with facilitation for a period of five days at County offices. Our project team's extensive background in the demonstration process will provide the project team with a unique perspective on how to score, prepare, evaluate, and participate in vendor demonstrations. BerryDunn will participate in the second round of vendor scoring immediately following the final demonstration to identify the vendor or vendors for which the project team should perform its reference checks.
- 19. Facilitate on-site round 2 scoring meetings to identify preferred vendors.** BerryDunn will participate in a meeting with the evaluation team to review the proposal summaries, provide discussion of each proposal received, assist in the scoring process, and collect scores to identify the top preferred vendors.
- 20. Assist in planning for reference checks and site visits.** BerryDunn will assist the project team with identifying tasks that should be accomplished prior to meeting at each site. We will coordinate with the project team to discuss the suggested approach for the reference checks.
- 21. Facilitate final scoring meeting.** BerryDunn will participate in the final round of vendor scoring via teleconference following the completion of reference checks and site visits. The objective will be to identify a preferred vendor and a second-choice vendor should contract negotiations with the first be unsuccessful.

D08. Demonstration Facilitation and Preferred Vendor Identification

- 22. Lead the County in the contract negotiation process.** BerryDunn will participate with the County in the contract negotiations process with the selected vendor. We have been involved in contract negotiations from the client, vendor, and independent consultant perspectives, and are knowledgeable regarding the manner in which the contract impacts the implementation process. In conducting contract negotiations, we will draw on these experiences to help ensure the County's best interests are being met.

We will work with the project team and legal counsel, as well as the preferred vendor, to develop a draft contract, using the County's contracting procedures and the vendor's proposal as starting points. We will review the contract documents in consultation with the project team to help ensure

**EXHIBIT A
STATEMENT OF WORK**

that requirements are clearly defined and to establish that the County agrees to the schedule, implementation process, fee arrangement, scope of services, vendor resources, deliverables, costs, acceptance criteria, and terms and conditions. In addition, we will be "at the table" in negotiations with the preferred vendor. Should it become clear at any point during negotiations that the preferred vendor's solution or contract terms will not meet the needs of the County, we might recommend halting negotiations with that vendor and commencing negotiations with the alternate vendor.

In recognition of the many variables not yet known related to the contract negotiation timeline and work effort, we plan to commit up to 40 hours, involved as incurred. Should additional hours be needed, we have included an hourly rate in our cost proposal that we would respectfully use to execute a change request if needed.

D09. Contract Negotiation Assistance

Phase 5: Implementation Services

BerryDunn will provide active project management services during the implementation phase for the selected ERP system. We will commit the planned hours towards leading the tasks and activities depicted in the table below.

**EXHIBIT A
STATEMENT OF WORK**

Table 1: Key Implementation Project Management Activities

Key Implementation Project Management Activities
Project Initiation
<ul style="list-style-type: none">• Conduct stakeholder analysis and develop project governance model• Create and review project management plan with key project team members• Develop status report templates and initiate recurring status calls• Conduct in-depth review of the vendor's implementation plans including the Project Management Plan and Project Plan• Conduct project stakeholder orientation sessions
Vendor Management
<ul style="list-style-type: none">• Function as the main point of contact for the vendor's project manager, participating in daily project activities, and tracking project tasks• Oversee the vendor budget, including cost control and change orders, and the vendors' contract compliance• Validate vendor invoices against project milestones prior to payment• Help to ensure the timely completion of tasks and the quality of deliverables provided by the vendor• Identify any opportunities to leverage technical enhancements to improve the products and services delivered to the County• Facilitate the gathering and sharing of any technical information requested by the vendor
Project Plan, Schedule, and Task Management
<ul style="list-style-type: none">• Develop and maintain the Project Plan and Resource Plan in conjunction with the County project management team• Manage the project scope, deliverables, and timeline with assistance from the County project management team• Provide weekly tracking of project status and performance against scope, schedule, cost baselines, contract, service-level agreements, and other key performance indicators• Report on recently completed and upcoming project activities• Coordinate project tasks with assistance from the County project management team• Help to ensure that the project team stays focused, tasks are completed on schedule, and that the project stays on track
Risk and Issue Management
<ul style="list-style-type: none">• Identify and report on project risks and issues to County and vendor staff• Develop and communicate mitigation strategies in collaboration with County and vendor staff• Assign and oversee the execution of key activities to mitigate or resolve project risks and issues
Project Leadership Support
<ul style="list-style-type: none">• Hold monthly meetings with the project's Executive Steering Committee (ESC) to discuss and resolve project risks, issues, and decisions• Advise Executive Sponsor and ESC members on best practices for navigating project challenges and decision points• Act on the County's behalf to escalate and resolve issues needing action from vendor leadership
Stakeholder Management
<ul style="list-style-type: none">• Conduct an initial stakeholder analysis• Develop and maintain the project's stakeholder register• Attend meetings of other internal and external meetings as requested by the County
Technical Team Coordination

**EXHIBIT A
STATEMENT OF WORK**

- Coordinate technical resource teams to promote a high-performing and highly available deployment
- Manage data conversion task completion among vendor, third-party, and/or County resources
- Manage software integration and interface task completion among vendor, third-party, and/or County resources

Business Process Advisory Services

- Participate in vendor trainings and other work sessions to provide best practice process improvement recommendations
- Document workflow processes for each department

User Acceptance Testing (UAT) Administration

- Review the vendor's test plan and any applicable test scripts
- Provide recommendations for modifications to the testing plan to increase the likelihood of success
- Develop additional, tailored test scripts as needed
- Provide on-site assessment of testing activities
- Manage logistics related to scheduling UAT activities
- Provide analysis of test results
- Oversee regression testing and required configuration changes

Organizational Change Management Oversight

- Lead the development of the project's Communication Plan, with input from key stakeholders
- Lead the development of the project's Sponsorship Plan, with input from key stakeholders
- Lead the development of the project's Coaching Plan, with input from key stakeholders
- Lead the development of the project's Resistance Management Plan, with input from key stakeholders
- Advise County staff on change management methodology and strategy in consideration of County culture, stakeholder feedback, and project constraints
- Review key change management communications and programming activities to provide input and best practice recommendations

End User Training Oversight

- Review the training plan and training materials
- Oversee vendor training activities
- Provide recommendations for modifications to the training delivery
- Provide feedback on training documentation to the implementation vendor

Go-Live Preparation Support

- Conduct a point-in-time Go-Live Readiness Assessment to ensure key assessment areas are ready for go-live
- Provide recommendations for any needed course corrections to best achieve go-live within scope, on schedule, and within budget
- Provide on-site pre go-live, go-live, and post go-live support

Project Closure

- Conduct a lessons learned exercise with key project stakeholders
- Document lessons learned, stakeholder feedback, and best practice recommendations for use in future projects
- Provide recommendations for transitioning from implementation to long-term operational status

**EXHIBIT B
COST OF SERVICES**

A. Fee Schedule

The following table contains the fee schedule by deliverable, on a fixed-fee basis for the system selectin phases. BerryDunn will submit monthly progress invoices against each deliverable. We will not fully invoice for a deliverable without written acceptance.

System Selection Phases and Deliverables		Cost
Phase 1: Project Initiation and Project Planning		
D01. Project Work Plan and Schedule		\$3,900
D02. Biweekly Status Updates		\$6,300
Phase 2: Requirements Analysis		
D03. Requirements Analysis Report		\$16,630
Phase 3: RFP Development		
D04. Preliminary Functional and Technical Requirements		\$4,200
D05. Final Functional and Technical Requirements		\$9,200
D06. RFP Document		\$3,800
Phase 4: Evaluation of Proposals		
D07. Proposal Summary Memo and Short-List Identification		\$7,036
D08. Demonstration Facilitation and Preferred Vendor Identification		\$15,600
D09. Contract Negotiation Assistance		\$7,800
System Selection Total		\$74,466

The following table contains the fee schedule for the system implementation phase. BerryDunn will submit monthly invoices based on the actual hours and expenses incurred in the month. The table includes the amount of hours we will commit towards the completion of the tasks and activities described in Section A to be regularly coordinated with the County.

Cost Area	Rate	Monthly Units	Total Cost
Project Management Services	\$190	120 hours	\$410,400
Travel Expenses	\$1,308	Two trips	\$47,088
System Implementation Total			\$457,488

*The travel expense estimate above is calculated using the following detailed rates:

Expense Category	Price	Units per Trip	Total
Airfare	\$500	1 ticket	\$500
Hotel (federal GSA rate)	\$96	3 nights	\$288
Rental car	\$75	4 days	\$300
Per diem (federal GSA rate)	\$55	4 days	\$220
Estimated total travel costs per trip			\$1,308