



**ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
2100 CLARENDON BOULEVARD, SUITE 500
ARLINGTON, VA 22201**

AGREEMENT NO. 23-DTS-RFP-201

THIS AGREEMENT is made, on January 26, 2023, between Sierra-Cedar, LLC, 1255 Alderman Drive, Alpharetta, Georgia 30005 ("Contractor"), a Delaware limited liability company authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

1. CONTRACT DOCUMENTS

The "Contract Documents" consist of:

- This Agreement
 - Exhibit A – Statement of Work
 - Exhibit B – Milestone/Deliverables/Contract Pricing
 - Exhibit C – Business Associate Agreement
 - Exhibit D – County Nondisclosure and Data Security Agreement (Contractor)
 - Exhibit E – Contractor Performance Evaluation Form
 - Exhibit F – Functional and Technical Requirements
 - Exhibit G – Applications, Integrations, Customization, Data Conversions and Reports
- Arlington County's Request for Proposal is hereby incorporated by reference

Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of this Agreement will prevail over the other Contract Documents, and the remaining Contract Documents will be complementary to each other. If there are any conflicts, the most stringent terms or provisions will prevail.

The Contract Documents set forth the entire agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either party has made any representation or promise with respect to the parties' agreement that is not contained in the Contract Documents. The Contract Documents may be referred to below as the "Contract" or the "Agreement".

2. STATEMENT OF WORK

The Contractor agrees to perform the services described in the Contract Documents (the "Work"). As detailed in the "Statement of Work" (Exhibit A), the primary purpose of the Work is to provide a qualified System Integrator (SI) to provide integration/implementation services to aid the County in implementing a comprehensive, fully integrated out-of-the-box configurable Oracle Cloud Enterprise Resource Planning (ERP) solution. It will be the Contractor's responsibility to provide the specific services set forth in the

Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents limits the Contractor's responsibility to manage the details and execution of the Work.

3. PROJECT OFFICER

The performance of the Contractor is subject to the review and approval of the County Project Officer, who will be appointed by the Director of the Arlington County department or agency requesting the Work under this Contract.

4. CONTRACT TERM

Time is of the essence. Work under this Agreement will commence on 2/2/2023. All work defined in Exhibit A, must be completed no later than December 31, 2024, subject to any agreed upon change of Work schedule or inaction of the County that delays the schedule through no fault of the Contractor

5. CONTRACT AMOUNT

This is a fixed-price contract. The Contractor agrees that the total payment for the Work will not exceed \$5,782,637, regardless of the number of hours spent in the performance of the Work.

The County will not compensate the Contractor for any goods or services beyond those included in Exhibit A unless those additional goods or services are covered by a fully executed amendment to this Contract. Additional services will be billed at the rates set forth in Exhibit B unless otherwise agreed by the parties in writing.

6. PAYMENT

The Contractor must submit invoices to the County's Project Officer, who will either approve the invoice or require corrections based on the payment schedule in Exhibit B-Contract Pricing. The County will pay the Contractor within thirty (30) days after receipt of an approved invoice. The number of the County Purchase Order pursuant to which goods or services have been delivered or performed must appear on all invoices.

7. REIMBURSABLE EXPENSES

The County will not reimburse the Contractor for any non-travel-related expenses under this Contract. The amount in Exhibit B includes all costs and expenses of providing the services described in this Contract.

8. REIMBURSABLE TRAVEL-RELATED EXPENSES

The County will not reimburse the Contractor for travel-related expenses for employees located within the greater Baltimore-Washington Metropolitan Area, as defined by the United States Office of Management and Budget. For employees located outside this area, the County will reimburse for pre-approved travel-related expenses, documented with receipts, as follows:

Meals: The County will reimburse at the U.S. General Services Administration's ("GSA") per diem rates for the destination, current for the date of travel, with the first and last days of travel counted at 75% of the per diem rate.

Lodging: The County will reimburse for actual lodging costs at a reasonably priced commercial facility in the immediate area of where the Work is performed, up to the GSA's daily rates for the destination, current for the date of travel. Receipts for lodging must be itemized. Only room and tax charges will be reimbursed; no reimbursement will be made for additional expenses, including but not limited to, room service, laundry, telephone, and in-room movies. If the Contractor or its employee shares a room with

another person who is not connected with the performance of the Work, including a spouse, the County will reimburse for only the cost of a single room. The applicable GSA per diem rates can be obtained at <http://www.gsa.gov/portal/content/104877>.

Transportation:

General

Reservations must be made in advance whenever possible to take advantage of all available discounts.

Ground Transportation

Use of public transportation is encouraged. The County will reimburse for the business use of personal or company vehicles, if allowed, at the GSA's mileage rates current at the time of travel. The Contractor's request for reimbursement may not include any personal use of the vehicle.

The County may approve reimbursement for rental of vehicles or use of taxicabs if the Contractor can demonstrate that to be the most economical option. Any reimbursement will cover only those rental charges, insurance and/or fuel fees allocable to work on the Contract and will not cover the purchase of liability insurance and/or collision/comprehensive insurance if the Contractor's or the employee's existing insurance coverage provides such protection.

Air Travel

The County will reimburse for air travel at the lowest available fare, typically economy. Tickets must be purchased at least seven days in advance, unless otherwise approved by the County.

Time limit: The County will not honor requests for travel reimbursement that are submitted more than 60 days after completion of the travel.

Non-reimbursable Expenses: The County will never reimburse for the following expenses:

1. Alcoholic beverages
2. Personal phone calls
3. Entertainment (e.g., pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (e.g., laundry, valet, haircuts)
5. Personal travel insurance (e.g., life, medical, or property insurance) for airfare or rental cars
6. Auto repairs, maintenance, and insurance costs for personal vehicles

9. PAYMENT OF SUBCONTRACTORS

The Contractor is obligated to take one of the two following actions within seven days after receipt of payment by the County for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or
- b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment, with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor to the subcontractor that remain unpaid after seven days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts

withheld as allowed in subsection b., above. Unless otherwise provided under the terms of this Contract, interest will accrue at the rate of 1% per month.

The Contractor must include in each of its subcontracts, if any are permitted, a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to this section may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

10. NO WAIVER OF RIGHTS

The County's approval or acceptance of or payment for any goods or services under this Contract will not waive any rights or causes of action arising out of the Contract.

11. NON-APPROPRIATION

All payments by the County to the Contractor pursuant to this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County, Virginia ("Board"). In the event that the Board does not appropriate funds for the goods or services provided under this Contract, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the fiscal year or when the previous appropriation has been spent, whichever event occurs first.

12. COUNTY PURCHASE ORDER REQUIREMENT

County purchases are authorized only if the County issues a Purchase Order in advance of the transaction, indicating that the ordering County agency has sufficient funds available to pay for the purchase. If the Contractor provides goods or services without a signed County Purchase Order, it does so at its own risk and expense. The County will not be liable for payment for any purchases made by its employees that are not authorized by the County Purchasing Agent.

13. BACKGROUND CHECK

The Contractor will be responsible for completing a criminal background check for all employees and/or subcontractors whom the Contractor assigns to work on this Contract. Upon request from the County, the Contractor must provide certification to the County that a background check has been conducted and has come back clean to the Project Officer. Any findings may result in the immediate removal of the individual from the contract.

14. REPLACEMENT OF PERSONNEL AND SUBCONTRACTORS

The County has the right reasonably to reject staff or subcontractors whom the Contractor assigns to the project. The Contractor must then provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor's and its subcontractors' employees is the sole responsibility of the Contractor.

The Contractor may not replace key personnel or subcontractors identified in its proposal, including the approved Project Manager, without the County's written approval. The Contractor must submit any request to remove or replace key personnel or subcontractors to the County Project Officer at least 15 calendar days in advance of the proposed action. The request must contain a detailed justification,

including identification of the proposed replacement and his or her qualifications. The Contractor will work with the County to assess and meet staffing and resource needs for performance of the Work. If the County notifies Contractor that it is dissatisfied with the services of any person supplied by Contractor, Contractor shall promptly resolve any concerns. If the County continues to be dissatisfied with such person, Contractor will remove that person from the situation and will propose a different person to the County as soon as possible. Contractor shall have the right to remove or replace an assigned individual with a similarly skilled individual in the event such removal or replacement is required due to promotion, leave of absence, illness, or the like providing the County Project Officer is notified at least 15 calendar days in advance, where possible.

If the approved Project Manager must be absent for an extended period, the Contractor must provide an interim Project Manager, subject to the County's written approval.

If the approved Project Manager resigns or is terminated by the Contractor, the Contractor will replace the Project Manager with an individual with similar qualifications and experience, subject to the County's written approval.

15. EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

During the performance of its work pursuant to this Contract:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation, gender identity, national origin, age, disability or on any other basis prohibited by state law. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- B. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation will be deemed sufficient for meeting the requirements of this section.
- C. The Contractor will state in all solicitations or advertisements for employees that it places or causes to be placed that such Contractor is an Equal Opportunity Employer.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 ("ADA"), which prohibits discrimination against individuals with disabilities in employment and mandates that disabled individuals be provided access to publicly and privately provided services and activities.
- E. The Contractor must include the provisions of the foregoing paragraphs in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

16. EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED

In accordance with §2.2-4311.1 of the Code of Virginia, as amended, the Contractor must not during the performance of this Contract knowingly employ an unauthorized alien, as that term is defined in the federal Immigration Reform and Control Act of 1986.

17. DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this Contract, the Contractor must: (i) provide a drug-free workplace for its employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violating such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of more than \$10,000.00 relating to this Contract so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "workplace" means the site(s) for the performance of the work required by this Contract.

18. SEXUAL HARASSMENT POLICY

If the Contractor employs more than five employees, the Contractor shall (i) provide annual training on the Contractor's sexual harassment policy to all supervisors and employees providing services in the Commonwealth, except such supervisors or employees that are required to complete sexual harassment training provided by the Department of Human Resource Management, and (ii) post the Contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the Contractor owns or leases for business purposes and (b) the Contractor's employee handbook.

19. COVID-19 VACCINATION POLICY FOR CONTRACTORS

Due to the ongoing COVID-19 pandemic, the County has taken various steps to protect the welfare, health, safety, and comfort of the workforce and public at large. As part of these steps, the County has implemented various requirements with respect to health and safety including policies with respect to social distancing, the use of face-coverings and vaccine mandates. To protect the County's workforce and the public at large, all employees and subcontractors of the Contractor who are assigned to this Contract, should be fully vaccinated against COVID-19. Any contractor employee or subcontractor who is not fully vaccinated should be following a weekly testing protocol as established by the Contractor, unless exempt pursuant to a valid reasonable accommodation under state or federal law.

20. TERMINATION

The County may terminate this Contract at any time as follows: (1) for cause, if, as determined by the County, the Contractor is in breach or default or has failed to perform the Work satisfactorily; or (2) for the convenience of the County.

Upon receipt of a notice of termination, the Contractor must not place any further orders or subcontracts for materials, services or facilities; must terminate all vendors and subcontracts, except as are necessary for the completion of any portion of the Work that the County did not terminate; and deliver all documents related to the terminated Work to the County upon payment by the County of all fees due under this Agreement for Work performed through the date of termination.

Any purchases that the Contractor makes after the notice of termination will be the sole responsibility of the Contractor, unless the County has approved the purchases in writing as necessary for completion of any portion of the Work that the County did not terminate.

If any court of competent jurisdiction finds a termination for cause by the County to be improper, then the termination will be deemed a termination for convenience.

A. TERMINATION FOR CAUSE, INCLUDING BREACH AND DEFAULT; CURE

1. Termination for Unsatisfactory Performance. If the County determines that the Contractor has failed to perform its obligations under the applicable Statement of Work satisfactorily, then the County will give the Contractor written notice of such failure(s) and the opportunity to cure them within 15 business days or any longer period specified by the County ("Cure Period"). If the Contractor fails to cure within the Cure Period, the County may terminate the Contract for failure to provide satisfactory performance by providing written notice with a termination date. The Contractor must submit any request for termination costs, with all supporting documentation, to the County Project Officer within 30 days after the expiration of the Cure Period. The County may accept or reject the request for termination costs, in whole or in part, and may notify the Contractor of its decision within a reasonable time.

In the event of termination by the County for failure to perform satisfactorily, and except as otherwise directed by the County, the Contractor must continue to provide its services as previously scheduled through the termination date, and the County must continue to pay all fees and charges incurred through the termination date. The Contractor shall also be equitably compensated for any Work that has been satisfactorily performed prior to notification but has not yet been accepted.

Termination for Breach or Default. If the County terminates the Contract for default or breach of any Contract provision or condition, then the termination will be immediate after notice of termination to the Contractor (unless the County provides for an opportunity to cure), and the Contractor will not be permitted to seek termination costs.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt the notice of the termination.

B. TERMINATION FOR THE CONVENIENCE OF THE COUNTY

The County may terminate this Contract in whole or in part whenever the Purchasing Agent determines that termination is in the County's best interest. The County will give the Contractor at least 15 days' notice in writing. The notice must specify the extent to which the Contract is terminated and the effective termination date. The Contractor will be entitled to termination costs, plus any other reasonable amounts that the parties might negotiate; but no amount will be allowed for anticipatory profits.

Except as otherwise directed by the County, the Contractor must stop work on the date of receipt of the notice of the termination.

21. INDEMNIFICATION

The Contractor covenants for itself, its employees and its subcontractors to indemnify the County and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively the "County Indemnitees") from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability, demands or exposure to the extent arising out of third

party claims for personal injury or damages to tangible personal property to the extent caused by Contractor's negligence or willful misconduct. This duty to indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for all resulting payments and expenses, including reasonable attorneys' fees.

22. INTELLECTUAL PROPERTY INDEMNIFICATION

In providing services under this Contract neither the Contractor nor any subcontractors shall infringe on the intellectual property rights (including, but not limited to, copyright, patent, mask and trademark) of third parties.

If the Contractor or any of its employees or subcontractors uses any design, device, work or material that is covered by patent or copyright, it is understood that the Contract Amount includes all royalties, licensing fees, and any other costs arising from such use in connection with the Work under this Contract.

The Contractor covenants for itself, its employees and its subcontractors to indemnify the County Indemnitees, as defined above, from and against any and all claims made by third parties for any and all losses, damages, injuries, fines, penalties, costs (including court costs and attorneys' fees), charges, liability or exposure for infringement of or on account of any trademark, copyright, patented or unpatented invention, process or article manufactured or used in the performance of this Contract, provided that such liability is not attributable to the actions or omissions of the County. This duty to save, defend, hold harmless and indemnify will survive the termination of this Contract. If the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor must reimburse the County for any and all resulting payments and expenses, including reasonable attorneys' fees.

The County acknowledges that the Contractor makes no representations regarding and accepts no indemnification obligation with regard to any third party commercially available software licensed by the County. With regard to intellectual property infringement, the Contractor shall have no liability to indemnify for any claim based on: (a) use of the Deliverables, Contractor's Technology or Know-how outside the scope of this Agreement and/or a statement of work; (b) the combination, operation, or use of the Deliverables, Contractor's Technology or Know-how furnished under this Agreement and/or a statement of work with software, hardware, or other materials not furnished by the Contractor or reasonably anticipated by the applicable statement of work if such infringement would have been avoided by the use of the Deliverables, Contractor's Technology or Know-how without such software, hardware, or other materials; (c) any modification of the Deliverables not made by or authorized in writing by the Contractor; (d) any intellectual property infringement of which the County is aware and does not disclose to the Contractor; and (e) any intellectual property infringement caused by the County or anyone under the County's direction or control.

23. COPYRIGHT; INTELLECTUAL PROPERTY

By this Contract, the Contractor irrevocably transfers, assigns, sets over and conveys to the County all rights, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor will execute any documents that the County requests to formalize such transfer or assignment.

The rights granted to the County by this section are irrevocable and may not be rescinded or modified, including in connection with or as a result of the termination of or a dispute concerning this Contract. The Contractor may not use subcontractors or third parties to develop or provide input into any copyrightable materials produced pursuant to this Contract without the County's advance written

approval and unless the Contractor includes this Copyright provision in any contract or agreement with such subcontractors or third parties related to this Contract.

Notwithstanding the foregoing, the County recognizes that the Contractor's business depends substantially upon the accumulation of learning, knowledge, data, techniques, tools, processes, and generic materials that it utilizes and develops in its client engagements. Accordingly, to the extent material that is used in, enhanced, or developed in the course of performing the Work is of a general abstract character, or may be generically re-used, and does not contain confidential information of the County, then the Contractor will own such material, including, without limitation: methodologies; delivery strategies, approaches and practices; generic software tools, routines, and components; generic content, research and background materials; training materials; application building blocks; templates; analytical models; project tools; development tools; inventions; solutions and descriptions thereof; ideas; and know-how (collectively "Know-how").

Nothing in this Agreement is intended to affect the Contractor's rights in (a) its right to use Know-how learned in the course of providing services to the County for the future benefit of the County or others; or (b) its pre-existing intellectual property, including, but not limited to, its systems, programs, templates, methodologies, tools, accelerators, specifications, user documentation, training materials, and other materials used by the Contractor in the course of its performance of the Work that were created prior to or independently of the performance of the Work, plus any modifications or enhancements thereto and derivative works based thereon (collectively "Contractor's Technology").

24. OWNERSHIP OF WORK PRODUCT

This Contract does not confer on the Contractor any ownership rights or rights to use or disclose the County's data or inputs.

All work product, in any form, that results from this Contract is the property of the County and must be provided or returned to the County upon completion, termination, or cancellation of this Contract. The Contractor will not use or allow others to use the work product for any purpose other than performance of this Contract without the written consent of the County. To the extent any of the Contractor's Technology or Know-how is contained or reflected in the work product created by Contractor for the County, the Contractor hereby grants the County a fully paid up, perpetual license to use such Contractor's Technology or Know-how, as applicable, only for its internal business. The County will not sublicense, give, or sell Contractor's Technology or Know-how to any third party, and will not use or exploit the Contractor's Technology or Know-how to compete with the information technology consulting business of the Contractor.

The work product is confidential, and the Contractor may neither release the work product nor share its contents. The Contractor will refer all inquiries regarding the status of any work product to the Project Officer or to his or her designee. At the County's request, the Contractor will deliver all work product, including hard copies of electronic files, to the Project Officer and will destroy all electronic files.

The Contractor must include the provisions of this section as part of any contract or agreement related to this Contract into which it enters with subcontractors or other third parties. The provisions of this section will survive any termination or cancellation of this Contract.

25. DATA SECURITY AND PROTECTION

The Contractor will hold County Information, as defined below, in the strictest confidence and will comply with all applicable County security and network resources policies, as well as all local, state and federal laws and regulatory requirements concerning data privacy and security. The Contractor must develop, implement, maintain, continually monitor and use appropriate administrative, technical and physical security measures to control access to and to preserve the confidentiality, privacy, integrity and availability of all electronically maintained or transmitted information received from or created or maintained on behalf of the County. For purposes of this provision, and as more fully described in this Contract and in the County's Non-Disclosure and Data Security Agreement (NDA), "County Information" includes, but is not limited to, electronic information; documents; data; images; financial records; personally identifiable information; personal health information (PHI); personnel, educational, voting, registration, tax and assessment records; information related to public safety; County networked resources; and County databases, software and security measures that are created, maintained, transmitted or accessed to perform the Work under this Contract.

- (a) **County's Non-Disclosure and Data Security Agreement.** The Contractor and its Designees (Contractor Designees shall include, but shall not be limited to, all Contractor-controlled agents or subcontractors working on-site at County facilities or otherwise performing any work under this Contract) must sign the NDA (Exhibit D) before performing any work or obtaining or permitting access to County networked resources, application systems or databases. The Contractor will make copies of the signed NDAs available to the County Project Officer upon request.
- (b) **Use of Data.** The Contractor will use commercially reasonable efforts to prevent any unauthorized use, distribution, or disclosure of or access to County Information and County networked resources by itself or its Designees. Use of County Information other than as specifically outlined in the Contract Documents is strictly prohibited. The Contractor will be responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access to or disclosure of County Information to the extent directly caused by the negligence or willful misconduct of Contractor and for any non-compliance with this provision by itself or by its Designees.
- (c) **Data Protection.** The Contractor will protect the County's Information according to standards established by federal law and Commonwealth of Virginia statutes including but not limited to the Government Data Collection and Dissemination Practices Act, Chapter 38 of Title 2.2 of the Code of Virginia (§ 2.2-3800 and 2.2-3803), Administration of systems including personal information; Internet privacy policy; exceptions, Code of Virginia, § 2.2-3803, and the Virginia Freedom of Information Act § 2.2-3700, et seq., and will adhere to industry standard practices including the National Institute of Standards and Technology (NIST) SP 800-53 Security and Privacy Controls for Information Systems and Organizations and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data and proprietary or confidential information. The Contractor must provide to the County a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s). If requested by the County, the Contractor must also provide a summary of the results of an internal Information Security Risk Assessment provided by an outside firm.

- (d) **Security Requirements.** The Contractor must maintain the most up-to-date anti-virus programs, industry-accepted firewalls and other protections on its systems and networking equipment. The Contractor agrees that all systems and networking equipment that support, interact with or store County Information meet the above standards and industry standard practices for physical, network and system security requirements. Devices (laptops, mobile phones, printers, copiers, fax machines, or similar) that store County Data utilize encryption. The County's Chief Information Security Officer or designee must approve any material deviation from these standards. The downloading of County information onto devices, other portable storage media or services such as personal e-mail, Dropbox etc. is prohibited without the written authorization of the County's Chief Information Security Officer or designee.
- (e) **Conclusion of Contract.** Within 30 days after the termination, cancellation, expiration or other conclusion of the Contract, the Contractor must, at no cost to the County, return all County Information to the County in a mutually agreed upon format. The County may request that the Information be destroyed. The Contractor is responsible for the return and/or destruction of all Information that is in the possession of its subcontractors or agents. The Contractor must certify completion of this task in writing to the County Project Officer. Notwithstanding the foregoing, Contractor will not be obligated to search archived electronic back up files or computer systems for Confidential Information in order to purge such information from its archived files.
- (f) **Notification of Security Incidents.** The Contractor must notify the County Chief Information Officer and County Project Officer within 24 hours of the discovery of any intended or unintended access to or use or disclosure of County Information by Contractor or its Designees.
- (g) **Subcontractors.** If subcontractors are permitted under this Contract, the requirements of this entire section must be incorporated into any agreement between the Contractor and the subcontractor. If the subcontractor will have access to County Information, each subcontractor must provide to the Contractor a copy of its data security policy and procedures for securing County Information and a copy of its disaster recovery plan(s).

26. ETHICS IN PUBLIC CONTRACTING

This Contract incorporates by reference Article 9 of the Arlington County Purchasing Resolution, as well as all state and federal laws related to ethics, conflicts of interest or bribery, including the State and Local Government Conflict of Interests Act (Code of Virginia § 2.2-3100 et seq.), the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer or subcontractor; and that it has not conferred on any public employee having official responsibility for this procurement 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.

27. COUNTY EMPLOYEES

No Arlington County employee may share in any part of this Contract or receive any benefit from the Contract that is not available to the general public.

28. FORCE MAJEURE

Neither party will be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to a fire, riot, rebellion, natural disaster, war, act of terrorism or act of God that is beyond the control of the party and that makes performance impossible or illegal, unless otherwise specified in the Contract, provided that the affected party gives notice to the other party as soon as practicable after the force majeure event, including reasonable detail and the expected duration of the event's effect on the party.

29. AUTHORITY TO TRANSACT BUSINESS

The Contractor must, pursuant to Code of Virginia § 2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the entire term of this Contract. Otherwise, the Contract is voidable at the sole option of and with no expense to the County.

30. RELATION TO COUNTY

The Contractor is an independent contractor, and neither the Contractor nor its employees or subcontractors will be considered employees, servants, or agents of the County. The County will not be responsible for any negligence or other wrongdoing by the Contractor or its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes or Social Security tax or for any other benefits. The County will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation.

31. ANTITRUST

The Contractor conveys, sells, assigns, and transfers to the County all rights, title and interest in and to all causes of action under state or federal antitrust laws that the Contractor may have relating to this Contract.

32. REPORT STANDARDS

The Contractor must submit all written reports required by this Contract for advance review in a format approved by the Project Officer. Reports must be accurate and grammatically correct and should not contain spelling errors. The Contractor will bear the cost of correcting grammatical or spelling errors and inaccurate report data and of other revisions that are required to bring the report(s) into compliance with this section.

33. AUDIT

The Contractor must retain all books, records and other documents related to this Contract for at least five years, or such period of time required by the County's funding partner(s), if any, whichever is greater, after the final payment and must allow the County or its authorized agents to examine the documents during this period and during the Contract Term, subject to the remainder of this Section 33. The Contractor must provide any requested documents to the County for examination within 15 business days of the request, at the Contractor's expense. Should the County's examination reveal any overcharging by the Contractor, the Contractor must, within 30 days of County's request, reimburse the County for the overcharges and for the reasonable costs of the County's examination. All such audits performed pursuant to this Section 33 shall be during the Contractor's normal business hours, and the Contractor shall have no obligation to accommodate an audit by any third party (i) that is a competitor of Contractor, (ii) that is conducting the audit on a contingent fee basis, or (iii) that is not subject to a confidentiality agreement no less restrictive than the non-disclosure and confidentiality obligations existing between the Contractor and the County.

The Purchasing Agent may require the Contractor to demonstrate that it has the necessary facilities, ability, and financial resources to comply with the Contract and furnish the service, material or goods specified herein in a satisfactory manner at any time during the term of this Contract.

34. ASSIGNMENT

The Contractor may not assign, transfer, convey or otherwise dispose of any award or any of its rights, obligations or interests under this Contract without the prior written consent of the County.

35. AMENDMENTS

This Contract may not be modified except by written amendment executed by persons duly authorized to bind the Contractor and the County.

36. ARLINGTON COUNTY PURCHASING RESOLUTION AND COUNTY POLICIES

Nothing in this Contract waives any provision of the Arlington County Purchasing Resolution, which is incorporated herein by reference, or any applicable County policy.

37. DISPUTE RESOLUTION

All disputes arising under this Agreement or concerning its interpretation, whether involving law or fact and including but not limited to claims for additional work, compensation or time, and all claims for alleged breach of contract must be submitted in writing to the Project Officer as soon as the basis for the claim arises. In accordance with the Arlington County Purchasing Resolution, claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after the final payment. The time limit for a final written decision by the County Manager is 30 days. Procedures concerning contractual claims, disputes, administrative appeals, and protests are contained in the Arlington County Purchasing Resolution. The Contractor must continue to work as scheduled pending a decision of the Project Officer, County Manager, County Board, or a court of law.

38. APPLICABLE LAW, FORUM, VENUE AND JURISDICTION

This Contract is governed in all respects by the laws of the Commonwealth of Virginia; and the jurisdiction, forum and venue for any litigation concerning the Contract or the Work is in the Circuit Court for Arlington County, Virginia, and in no other court.

39. ARBITRATION

No claim arising under or related to this Contract may be subject to arbitration.

40. NONEXCLUSIVITY OF REMEDIES

All remedies available to the County under this Contract are cumulative, and no remedy will be exclusive of any other at law or in equity.

41. NO WAIVER

The failure to exercise a right provided for in this Contract will not be a subsequent waiver of the same right or of any other right.

42. SEVERABILITY

The sections, paragraphs, clauses, sentences, and phrases of this Contract are severable; and if any section, paragraph, clause, sentence, or phrase of this Contract is declared invalid by a court of competent jurisdiction, the rest of the Contract will remain in effect.

43. ATTORNEY'S FEES

In the event that the County prevails in any legal action or proceeding brought by the County to enforce any provision of this Contract, the Contractor will pay the County's reasonable attorney's fees and expenses.

44. SURVIVAL OF TERMS

In addition to any statement that a specific term or paragraph survives the expiration or termination of this Contract, the following sections also survive: INDEMNIFICATION; INTELLECTUAL PROPERTY INDEMNIFICATION; RELATION TO COUNTY; OWNERSHIP OF WORK PRODUCT; AUDIT; COPYRIGHT; DISPUTE RESOLUTION; APPLICABLE LAW AND JURISDICTION; ATTORNEY'S FEES, AND DATA SECURITY AND PROTECTION.

45. HEADINGS

The section headings in this Contract are inserted only for convenience and do not affect the substance of the Contract or limit the sections' scope.

46. AMBIGUITIES

The parties and their counsel have participated fully in the drafting of this Agreement; and any rule that ambiguities are to be resolved against the drafting party does not apply. The language in this Agreement is to be interpreted as to its plain meaning and not strictly for or against any party.

47. NOTICES

Unless otherwise provided in writing, all legal notices and other communications required by this Contract are deemed to have been given when either (a) delivered in person; (b) delivered by an agent, such as a delivery service; or (c) deposited in the United States mail, postage prepaid, certified or registered and addressed as follows:

TO THE CONTRACTOR:

Brian Fees, Executive Vice President/Corporate Officer
Sierra-Cedar, LLC
1255 Alderman Drive
Alpharetta, GA 30005
Phone: (888) 745-3545
Email: Brian.Fees@Sierra-Cedar.com

TO THE COUNTY:

Manju Aravind, Project Officer
DTS – Enterprise, Technology Application Services
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201
Phone: (703) 228-0634
Email: maravind@arlingtonva.us

AND

Dr. Sharon T. Lewis, LL.M, MPS, VCO, CPPB
Purchasing Agent
Arlington County, Virginia

2100 Clarendon Boulevard, Suite 500
Arlington, Virginia 22201
Phone: (703) 228-3294
Email: slewis1@arlingtonva.us

TO COUNTY MANAGER'S OFFICE (FOR PROJECT CLAIMS):

Mark Schwartz, County Manager
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 318
Arlington, Virginia 22201

48. ARLINGTON COUNTY BUSINESS LICENSES

The Contractor must comply with the provisions of Chapter 11 ("Licenses") of the Arlington County Code, if applicable. For information on the provisions of that Chapter and its applicability to this Contract, the Contractor must contact the Arlington County Business License Division, Office of the Commissioner of the Revenue, 2100 Clarendon Blvd., Suite 200, Arlington, Virginia, 22201, telephone number (703) 228-3060, or e-mail business@arlingtonva.us.

49. NON-DISCRIMINATION NOTICE

Arlington County does not discriminate against faith-based organizations.

50. HIPAA COMPLIANCE

The Contractor must comply with the privacy, security and electronic transaction components of the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). Pursuant to 45 C.F.R. §164.502(e) and §164.504(e), the Contractor is designated a Business Associate for purposes of this Contract and must execute the attached Arlington County Business Associate Agreement (Exhibit C). Pursuant to 45 C.F.R. § 164.308(b)(1) and the Health Information Technology for Economic and Clinic Health Act ("HITECH"), § 13401, the Contractor must also enter into an agreement with any subcontractors that, in a form approved by the County, requires the subcontractor to protect PHI to the same extent as the Arlington County Business Associate Agreement. The Contractor must ensure that its subcontractors notify the Contractor immediately of any breaches in security regarding PHI. Software and platforms used in performance of this Contract must be HIPAA compliant.

The Contractor takes full responsibility for HIPAA compliance, for any failure to execute the appropriate agreements with its subcontractors and for any failure of its subcontractors to comply with the existing or future regulations of HIPAA and/or HITECH. The Contractor will indemnify the County for any and all losses, fines, damages, liability, exposure or costs that arise from any failure to comply with this paragraph.

51. ACCESSIBILITY OF WEB SITE

If any work performed under this Contract results in the design, development or maintenance of or responsibility for the content or format of any County web sites or for the County's presence on third-party web sites, the Contractor must perform such work in compliance with ADA.

52. INSURANCE REQUIREMENTS

Before beginning work under the Contract or any extension, the Contractor must provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force at a minimum the coverage below. The Contractor must maintain this coverage until the completion of the Contract or as

otherwise stated in the Contract Documents. All required insurance coverage must be acquired from insurers that are authorized to do business in the Commonwealth of Virginia, with a rating of "A-" or better and a financial size of "Class VII" or better in the latest edition of the A.M. Best Co. Guides.

- a. Workers Compensation - Virginia statutory workers compensation (W/C) coverage, including Virginia benefits and employer's liability with limits of \$500,000/500,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.
- b. Commercial General Liability - \$1,000,000 per occurrence, with \$1,000,000 annual aggregate covering all premises and operations and including personal injury, completed operations, contractual liability, independent contractors, and products liability. The general aggregate limit must apply to this Contract. Evidence of contractual liability coverage must be typed on the certificate.
- c. Business Automobile Liability - \$1,000,000 combined single-limit (owned, non-owned and hired).
- d. Umbrella/Excess Liability - \$1,000,000 Injury, Property Damage, and Personal Injury
- e. Cyber Liability – \$3,000,000 per occurrence/aggregate
- f. Crime Insurance - \$1,000,000 per occurrence
- g. Errors and Omissions - \$1,000,000 per occurrence.
- h. Additional Insured – The County and its officers, elected and appointed officials, employees and agents must be listed as additional insureds on all policies except workers compensation and automotive and professional liability; and the additional insured endorsement must be typed on the certificate.
- i. Cancellation - If there is a material change or reduction in or cancellation of any of the above coverages during the Contract Term, the Contractor must notify the Purchasing Agent immediately and must, with no lapse in coverage, obtain replacement coverage that is consistent with the terms of this Contract. Not having the required insurance throughout the Contract Term is grounds for termination of the Contract.
- j. Claims-Made Coverage - Any "claims made" policy must remain in force, or the Contractor must obtain an extended reporting endorsement, until the applicable statute of limitations for any claims has expired.
- k. Contract Identification - All insurance certificates must state this Contract's number and title.

The Contractor must disclose to the County the amount of any deductible or self-insurance component of any of the required policies. With the County's approval, the Contractor may satisfy its obligations under this section by self-insurance for all or any part of the insurance required, provided that the Contractor can demonstrate sufficient financial capacity. In order to do so, the Contractor must provide the County with its most recent actuarial report and a copy of its self-insurance resolution.

The County may request additional information to determine if the Contractor has the financial capacity to meet its obligations under a self-insured retention. The County may require a lower self-insured retention due to the financial stability of the Contractor. Those funds equal to the delta of the self-insured retention may be requested to be placed in escrow; collateral; or another mechanism to guarantee the amount of the retention and ensure protection for the County. If the Contractor does not agree to comply with any such request, the Contractor shall notify the County, and the County may elect to terminate this Agreement.

The County's acceptance or approval of any insurance will not relieve the Contractor from any liability or obligation imposed by the Contract Documents.

The Contractor is responsible for the Work and for all materials, tools, equipment, appliances, and property used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property used or persons employed in connection with the Work and for of all damage or injury to any person or property, wherever located, resulting from any action, omission, commission, or operation under the Contract or in connection in any way whatsoever with the Work. The Contractor's insurance shall be the primary non-contributory insurance for any work performed under this Contract.

The Contractor is as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons whom the Contractor employs directly.

53. CONTRACTOR PERFORMANCE EVALUATION

Arlington County will perform written evaluations of the Contractor's performance at various intervals throughout the term of this Contract. The evaluations will address, at a minimum, the Contractor's work/performance, quality, cost controls, schedule, timeliness, and sub-contractor management. The Project Officer shall be responsible for completing the evaluations and providing a copy to the Contractor and County Procurement Officer.

54. DISCLAIMER

THE CONTRACTOR DISCLAIMS AND EXCLUDES ALL OTHER EXPRESS AND IMPLIED WARRANTIES CONCERNING ITS SERVICES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER ARISING UNDER STATUTORY OR COMMON LAW. IN NO EVENT SHALL CONTRACTOR BE LIABLE FOR CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF A POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLAIMS OF INTELLECTUAL PROPERTY INDEMNIFICATION, PERSONAL INJURY OR DEATH, THE CONTRACTOR'S LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY THE COUNTY UNDER THE STATEMENT OF WORK PURSUANT TO WHICH LIABILITY AROSE, WHETHER ARISING OUT OF CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, ANY OTHER TORT, INCLUDING INTENTIONAL TORTS, OR ANY OTHER CAUSE OF ACTION.

55. EXCUSED PERFORMANCE

The Contractor's nonperformance of its obligations as to any specific work product or other obligation under this Agreement shall be excused to the extent such nonperformance is due to: (a) the failure of the County or any third party authorized to act on the County's behalf to comply with their obligations under this Agreement in a manner that hinders or delays the Contractor's ability to perform its obligations; or

(b) unanticipated substantive changes to applicable laws and regulations that interrupt, delay or fundamentally alter the scope of the engagement.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

SIERRA-CEDAR, LLC

AUTHORIZED DocuSigned by:
SIGNATURE: Dr. SHARON T. LEWIS
89B86B1AD301462...

NAME: DR. SHARON T. LEWIS

TITLE: PURCHASING AGENT

DATE: 2/2/2023

AUTHORIZED DocuSigned by:
SIGNATURE: Kevin Bryant
AE859806E242440...

NAME: Kevin Bryant

TITLE: GM - Public Sector

DATE: 1/30/2023

EXHIBIT A **STATEMENT OF WORK**

Project Objectives

The Contractor will assist the County in implementing an Oracle Cloud ERP solution but also evaluating and potentially transforming how the County provides F&A, SS&P and HCM services to maintain and advance the following outcomes/benefits:

- **Implementation of modern cloud-based ERP**, which aids employee satisfaction and recruitment, makes business processes more efficient, decreases time to value new capabilities by automating testing and increases access to the system through improved mobile capabilities.
- **Improved data visibility and business intelligence**, which better informs County management and the public about the County's service delivery performance.
- **Enhanced resiliency and security** for the County's core financial and human resource systems.
- **Implementation of best practice solutions** to ensure compliance and controls with policies and procedures, which helps minimize potential waste, fraud, and abuse.
- **Reductions in the total lifecycle cost of ownership** through further migration to Cloud technologies and consolidation of redundant systems where feasible.

The Contractor shall provide all necessary equipment and software licenses (not including licenses for the Oracle Cloud environment) to fully perform the services during the project and the post-go-live support period. The County will not provide equipment or licenses for the Contractor's staff except for contractor staff that needs access to the on-premises legacy application on the County network. The County will provide Virtual Desktop Infrastructure (VDI) with required software as needed. At a high level, the delivered services shall include the following implementation services:

Project Planning and Design Services

Planning Services are intended to ensure up-front alignment on scope, governance, roles/responsibilities, plans, resources, dependencies, security, and other standard core program components required for a strong collaboration between the County and the Contractor. In addition, Planning Services produce specific planning deliverables that are prerequisites for an effective and efficient Design phase.

Design Services – the Contractor shall produce solution and work stream specific deliverables to define and specify an optimal solution that delivers high value at a manageable cost and complexity. Furthermore, the Contractor will proactively apply industry, process, and solution expertise to minimize downstream re-work and to optimize the end-to-end business process and technical performance of the deployed solution.

The ERP design shall offer comprehensive security controls that adhere to FedRAMP cloud and Software-as-a-Service (SAAS) security guidelines for government entities or the equivalent for commercial entities.

- The project will include, at a minimum, the following Planning and Design Services. Providing a plan that includes an overall recommended implementation timeline with key milestones.
- Providing a design that includes full implementation of Cloud ERP mobile functionality.
- Providing initial functional and technical training to the County Core Team (i.e., Functional and Technical Leads, and SMEs).

- Providing a Gap/Fit and Requirements Analysis
- Determining the level of solution fit against the County’s business and technical requirements, leveraging the work already done by the County.
- Working with Oracle to establish an Oracle ERP Cloud sandbox and any industry-relevant solutions, as available.
- Providing the approach for data cleansing, data conversion/migration, data validation, and data access for data that will not be migrated.
- Providing a proposed integration solution design.
- Proposing a testing tool(s) and approach (considering that the County’s incident management tool is ServiceNow, and that the County’s development management tool is JIRA) that the County should use to test configurations, updates, new releases, patches, etc. to the Oracle Cloud ERP.

Scope of Services to be Performed

The Contractor and the County will jointly implement the functional and technical requirements included in Exhibit F –Functional and Technical Requirements developed at the onset of the project and as mutually refined throughout the course of the implementation. The Requirements Traceability Matrix (RTM) hereafter referred to as the baseline Functional and Technical Requirements is provided as the requirements eligible for implementation to the resulting Agreement (“Eligible Functional Requirements”). The County will accept leading public sector practices as supported by the standard delivered software functionality, except for few workarounds if needed to meet County’s core business requirements. Standard functionality delivered within the following modules is required for inclusion within Exhibit F –Functional and Technical Requirements.

The Oracle Cloud Application Modules listed below provide relevant functionality for Exhibit F Requirements Eligible for Implementation.

Oracle Cloud Applications

Enterprise Resource Planning Cloud Service

- General Ledger
- Accounts Payable with Automated Invoice Processing
- Accounts Receivable
- Fixed Assets
- Cash Management
- Expenses
- Grants Management
- Project Contract Billing
- Project Financials
- Transactional Business Intelligence
- Financial Reports Center

Procurement Cloud Service

- Purchasing
- Self-Service Procurement
- Procurement Contracts
- Sourcing
- Supplier Portal
- Transactional Business Intelligence

Human Capital Management Cloud Service

- Human Resources
- Employee and Manager Self-Service
- Benefits
- Absence Management

Human Capital Management Workforce Compensation Cloud Service

Strategic Workforce Planning Cloud Service

Human Resources Help Desk Cloud Service

Time and Labor Cloud Service

Payroll Cloud Service

Oracle Enterprise Performance Management Cloud Service

- Planning & Budgeting

Optional Modules include:

- Goal and Performance Management (Human Capital Management Talent Management Cloud Service)
- Recruiting and Onboarding (Recruiting Cloud Service)
- Learning Management (Learning Cloud Service)
- Narrative Reporting (Enterprise Performance Management Cloud Service)

Additional Alternative Capabilities to Assess

The Optional Modules listed above are four functional areas that the County will explore further with the Contractor during the Calibrate phase before committing to the Oracle Cloud solution. For each of these modules, the Contractor, with support from the County, will gather detailed Requirements and perform Analysis to make recommendation whether to implement the corresponding Oracle Cloud modules. The County will make the decision regarding the inclusion or exclusion of these functional areas in consultation with the Contractor before moving to the Configure phase. For functional areas that the County decides to include, the implementation strategy and cost beyond the Analysis will be determined.

Organizational Scope

The organizational scope for the project includes the following entities: County entities and FEIN structures within the existing EBS system.

Workflows

The standard out-of-the-box workflows within the Software Scope listed above shall be available for implementation. Re-design of standard out-of-the-box workflows and/or new workflows not anticipated or included in implementation services. The County will adapt their business processes and use the delivered business processes and workflows to meet their needs. Workflows will be configured, tested, validated, and approved after Conference Room Pilot 1 (CRP1). Only those workflow designs tested and approved during Conference Room Pilot 2 (CRP2) will be used for SIT, UAT and deployment to Production.

Any material updates (i.e., adding a level of approval, such as changing from 3 levels to 4 levels) to workflows after CRP2 will be handled through a contract amendment fully executed by the County's Purchasing Agent. Immaterial deviations may be rectified through SIT, without going through the contract amendment process if prior approval is received.

CRP2 shall include scenarios of each workflow template.

Changes made to workflow configuration shall be done through the User Interface.

The final list of in scope workflows will be identified as part of Exhibit F – Functional and Technical Requirements

Project Management Roles and Responsibilities

The County will assign the following key personnel, their respective areas of responsibility, and the estimated percentages of working time (participation level) that they will devote to the Project are estimated below. It is possible that one individual may fulfill multiple Arlington County roles and that Arlington County role may be fulfilled by more than one individual.

Arlington County Role	Area of Responsibility	Oracle Cloud Modules	Participation Level (Min-Max%)
Program Sponsors	Program oversight	All Modules	15-25%
Project Manager	Overall delivery responsibility	All Modules	100%
Business Lead - HR	All areas related to Human Resources	All HR related modules	40-50%
Business Lead – Finance	All areas related to Finance	All Finance related modules	40-50%
Technology Lead	All technical areas	All Modules and overall technology platform	40-50%
Organizational Readiness Lead	Change Management and Training	All Modules	40-50%
ERP Functional Lead	Finance Lead	GL, fixed assets, accounts payable, accounts receivable, cash management, expenses	60-75%
ERP Functional Lead	Procurement Lead	Purchasing, iprocurement, isupplier portal, sourcing, contract management, solicitations	60-75%
ERP Functional Lead	Projects / Grants Lead	Project financials, contract billing, grants management	60-75%
ERP Functional Lead	Finance Analyst	GL, fixed assets, accounts payable, accounts receivable, cash management	60-75%
ERP Functional Lead	Budget Lead	Planning and budgeting	50-60%
HCM Functional Lead	HCM Lead	Human resources, recruiting, benefits, payroll, time and labor,	60-75%

Arlington County Role	Area of Responsibility	Oracle Cloud Modules	Participation Level (Min-Max%)
		absence management, health and safety, performance, learning management	
HCM Functional Lead	HR Analyst	Human resources	60-75%
HCM Functional Lead	Benefits	Benefits	60-75%
HCM Functional Lead	Payroll Lead	Payroll	75-90%
HCM Functional Lead	Time / Absence Lead	Time and labor, absence management	60-75%
HCM Functional Lead	Recruiting Lead	Recruiting	50-60%
HCM Functional Lead	Performance / Learning Lead	Performance management, learning management	50-60%
EPM Functional Lead (can be combined with Budget Lead above)	Budget Development, Narrative Reporting	Planning and budgeting, narrative reporting	60-75% (When scheduled)
Subject Matter Experts (SME)	Specialized expertise across above Organizational, ERP, HCM functional areas		As required
Technical Lead	Technical Management & Development	All Modules	75-90%
Technical Developers (3-4)	Development (Data Extracts, Interfaces, Reports, Data Validation)	All Modules	75-90%
Trainers (2-3)	Training	All Modules	75-90% just before and during training delivery

Project Resources

The following section provides a description of the County's and the Contractor's project roles and the respective duties and responsibilities for each of these roles. It is possible that one individual may fulfill multiple roles.

Project Team Roles and Descriptions

Project Team Descriptions

Role / Position	Description
Business Sponsor (multiple positions)	<p>Arlington County and Contractor persons acting as the executive Business Sponsors will be responsible for the oversight management of the project. The Business Sponsors will support the project by communicating the vision of the project, work to reduce barriers and risks, and act as liaison to Arlington County and Contractor key stakeholders, providing guidance and support to the project management team. This role will also facilitate interdepartmental collaboration and will review and, if acceptable, approve proposed Change Orders and provide authorization to proceed at critical project milestones.</p>
Steering Committee	<p>The Steering Committee consists of named Arlington County leadership and management and Contractor management. The Steering Committee is co-facilitated by the County's Project Manager and Contractor Project Manager.</p>
Project Team	<p>The Project Team includes the County's and Contractor's Project Manager, Functional Leads, Technical Leads, Organizational Readiness Leads, Developers, and Subject Matter Experts (SMEs) and Trainers.</p>
Project Director / Practice Leads	<p>The Contractor Project Director is responsible for participating in the Steering Committee while assisting the Project Managers in monitoring the Project Budget, the Project Schedule, risks, and issues.</p>
Project Managers	<p>Arlington County and Contractor Project Managers are responsible for managing the Project Budget, the Project Schedule, and their respective personnel, identifying and mitigating risks, for resolving issues, and for achieving overall project success. They are also responsible for validating that the structure of the project and design of the system reflect an integrated business process orientation.</p>
Organizational Readiness Leads	<p>Arlington County and Contractor Organizational Readiness Leads will focus on change management, communication, and training needs throughout the project. Change Management and Communications efforts will focus on the key impact areas and getting end users prepared for the potential changes due to the implementation. Training efforts will focus on training planning, development of the training curriculum and materials, approach to training delivery and skill development for end users.</p>
Functional Solution Architects	<p>Contractor Functional Solution Architects are responsible for leading a specialized team in the design and implementation of the application for a specific functional area.</p>

Role / Position	Description
Functional Leads / Business Leads	<p>Arlington County and Contractor Functional Leads are the primary business process experts who are responsible for leading a specialized team in the design and implementation of the application for a specific functional area. They will also assist with train-the-trainer training planning and support.</p> <p>Arlington County Functional Leads will be Arlington County employees in each functional/business area who are knowledgeable of Arlington County's current business processes and policies and are familiar with Arlington County's legacy systems. They will be empowered to make decisions to organize and lead SMEs in design, testing, and training.</p>
Subject Matter Experts (SMEs)	<p>SMEs are Arlington County project members with expertise in specific business and technical processes at Arlington County, who are called on at various times during the project to review and redesign business processes, design prototypes, and test specific functionality.</p>
Trainers	<p>Contractor Trainers are responsible for developing training materials. Contractor's and County's Organizational Readiness Consultant and Functional Consultants will assist the Trainers with these training deliverables. Contractor and Arlington County Trainers will deliver training to end users. Arlington County Trainers should have excellent verbal and written communication skills and familiarity with Arlington County's key business processes in one or more targeted functional areas.</p>
Technical Architect	<p>Contractor Technical Solution Architects are responsible for leading the technical team in the design and build of the technical requirements.</p>
Technical Leads	<p>Contractor Technical Leads are responsible for formulating technical strategies for the project. They will lead the development, data conversion, and other technical activities. Arlington County Technical Leads shall support the Contractor Technical Leads with technical inputs, reviews and approvals as needed. Arlington County Technical Lead shall have extensive experience managing technical staff.</p>
Technical Developers	<p>Arlington County and Contractor Technical Developers are the individuals responsible for developing technical specifications, programming modifications, and reports and interfaces; and for prototyping and integrating the application modules and components. Arlington County Technical Developers shall support the Contractor Technical Developers as needed with the technical tasks</p>

Resource Participation

During this Project, the Contractor and the County will each provide personnel with agreed upon commitment levels who will work collectively as a team to make this Project a success. The Contractor Project Manager shall manage the Contractor's resources and participation. The County Project Manager

will manage County resources and participation. The County will provide an individual to serve as the “lead” for each Oracle Cloud Applications module as noted in the following County Personnel section.

Personnel with different skillsets will become involved in the Project as dictated by the agreed upon project schedule specified in the Project Schedule.

Contractor Personnel

The roles of the personnel that the Contractor shall assign to this project, and their respective areas of responsibility, are as set forth below.

Table 1. Contractor Resources

Contractor Role	Area of Responsibility
Project Director	Project Director
Project Manager	Project Management
Organizational Readiness Lead	Change Management and Training
Training Consultant	Training Development and Delivery
Financials Solution Architect	General Ledger, Assets, Payables, Expenses (P-Cards)
Financials Consultant	General Ledger, Assets, Payables, Expenses(P-Cards)
Financials Consultant – Remote	Assets, Payables, Expenses
Procurement Consultant	Contracts, Purchasing, Self-Service, Sourcing, Supplier Portal
Projects & Grants Architect	Projects, Grants, Receivables
Projects & Grants Consultant	Projects, Grants, Receivables
Human Resources Solution Architect	HR, Benefits, Workforce Compensation
Human Resources Consultant	HR, Workforce Compensation
Benefits Consultant	Benefits
Talent Consultant (Optional)	Goal / Performance, Learning
Talent Consultant (Optional)	Recruiting
Payroll Lead	Payroll
Payroll Consultant	Payroll
Time & Absence Consultant	Time, Absences
Budget Solution Architect	Budget Development
Budget Consultant	Line Item (Expense/Revenue/Capital) Budget Development
Budget Consultant	Labor/Position Budget Development
Budget Consultant	Capital Projects Budget Development
Technical Architect	Technical Management
Technical Lead Consultant	Technical Management & Development
Developers – Remote	Data Conversions, Interfaces, Reports, Fast Formulas

Functional Requirements

For the scope of this project, the Contractor’s delivered services shall include implementing best practice ERP functional capabilities. Functional requirements for each in-scope process area are provided within **Exhibit F**. Each process area has its own worksheet.

Integrations, Customizations, Data Conversion and Reports

Contractors shall use the information in **Exhibit G** as the basis for any services and/or tools they may propose to assist the County with integration development and may propose solutions that consolidate and modernize portions of the County’s integration ecosystem. At the discretion of the County, selected

tools or services proposed in response to this RFP will be reviewed and considered for possible inclusion in the resulting contract.

Data Conversion:

The Contractor shall account for data conversion to the new system from the existing system (i.e., data extraction from EBS, data cleansing, data mapping, translation, data loading and validations). The Contractor shall implement a solution to enable access of non-expired records if any are not being migrated to the new system.

Role	Summary
Lead	The party is ultimately responsible for the activity.
Assist	The party provides active assistance for the activity.
Participate	The party provides passive assistance for the activity.
None	The party has no role in the activity.
Joint	Both parties are responsible for the activity.

No	Data Conversion Activity	Contractor Role	Arlington County Role
1	Document data conversion strategy, specifications, and mappings for each element	Lead	Assist
2	Develop extract and transform procedures to align with specifications and mapping	Lead	Participate
3	Develop load procedures for transformed data	Lead	None
4	Provide the crosswalk values and derivation logic for data that will be transformed	Assist	Lead
5	Extract EBS data (non-production and production environments)	Lead	Participate
6	Proof the data extract file	Assist	Lead
7	Perform the transformations and loads (non-production and production environments)	Lead	Assist
8	Data cleansing / resolve EBS source data issues (for example, correct any unexpected values that cause errors in transformation and load)	Participate	Lead

No	Data Conversion Activity	Contractor Role	Arlington County Role
9	Perform validation (data passes edits, alignment between loader layout and forms, control totals, etc.)	Joint	Joint

The County and the Contractor will leverage the data conversion tools Oracle provides for populating Oracle Cloud Applications modules with data from systems being replaced. The tasks and responsibilities for data conversion are set forth in greater detail in Deliverable 4: Technical Strategy. The primary tools leveraged will be File-Based Data Import and HCM Data Loader. The County and the Contractor will jointly complete the following data conversions:

No	Data Source	Data Type	Number of Master Records	Notes for the Conversion
1	Oracle General Ledger	Chart of Accounts	400K	Only the current Chart of Accounts information will be converted to support General Ledger History.
2	Oracle General Ledger	Journal Transactions	Journals 400K/Fiscal Year Journal Lines 2M/Fiscal Year	Beginning balance* plus monthly (period) net activity for the prior three years and the current fiscal year prior to the go-live month / period. *Beginning balance (Balance Sheet accounts only) will be loaded into the last period of the four years prior to go-live.
3	Oracle General Ledger	Balances	Not applicable.	Beginning balance* plus monthly (period) net activity for the prior three years and the current fiscal year prior to the go-live month / period. *Beginning balance (Balance Sheet accounts only) will be loaded into the last period of the four years prior to go-live.
4	Oracle EPBCS	Budget	24000	Convert / Integrate the prior 3 years of operating, capital, and labor budgets to establish beginning balances based on actuals.
5	Oracle Fixed Assets	Assets	10820	Includes Capital Assets with current cost, inception to date Accumulated Depreciation, year to date Depreciation and active non-Capital Assets (as required for tracking department and/or employee assignment).
6	Oracle Accounts Payable	Active Vendor Profiles, Banks	36022	Vendors with activity during the last 3 fiscal years. Additionally, any Suppliers that have Open Purchase Orders and / or Open Invoices. Active bank information only.

No	Data Source	Data Type	Number of Master Records	Notes for the Conversion
7	Oracle Procurement	Purchase Orders, PRs	9149	Partially or Fully Unpaid Purchase Orders. This will establish the Purchase Order encumbrance amounts once Create Accounting is run.
8	Oracle Accounts Payable	AP Invoices	60900	Only open, unpaid vouchers will be converted.
9	Oracle Expenses	P-Cards	1097	Historical and Current P-Card transactions will not be converted. P-Card transactions would have a cutoff date and be processed in EBS right before cutover.
10	Oracle Expenses	Expense Reports	4196	Historical and Current Expense reports will not be converted. Expense Reports would have a cutoff date and be processed in EBS right before cutover.
11	Oracle HR	Employee Info, Address, Phone	Active EE 4602, Ex-EE 8547	Convert workers who have had an active status within the last 12 months from the go-live date. For those workers, only their current employee info, address, and phone will be converted.
12	Oracle HR	Contacts	14820	Convert workers who have had an active status within the last 12 months from the go-live date. For those workers, only their current Contact information will be converted.
13	Oracle HR	Employee Assignment Info (Job, Position, Salary, Grade, Costing, W-4)	4600 Active EE + more than 1000 Ex-Employees	Convert workers who have had an active status within the last 12 months from the go-live date. Worker records will include only the hire record, and current Position/Job record ("top of stack"). Terminated employees will have their termination date converted. Rehires will have their termination and rehire dates converted.
14	Oracle HR	Employee Payment Methods/Banks	12000	Convert workers who have had an active status within the last 12 months from the go-live date. For those workers, only their current bank information will be converted.
15	Oracle Payroll	Elements	1000 (All)	Convert workers who have had an active status within the last 12 months from the go-live date. Elements that support balances and payroll configuration for those workers will be converted.
16	Oracle Payroll	Payroll Balances	500000	Convert workers who have had an active status within the last 12 months from the go-live date. If the go-live is not the 1 st payroll of the year, balances for YTD, QTD, and MTD (if applicable) for only the go-live year will be converted for those workers.
17	Oracle HR	PTO Balances	25000	Convert workers who have had an active status within the last 12 months from the go-live date. Only current PTO balances for those workers will be converted.

No	Data Source	Data Type	Number of Master Records	Notes for the Conversion
18	Oracle Advanced Benefits	Benefit Enrollments (Employee, Dependent)	Dependents 7951, EE all plans 41,875	Convert workers who have had an active status within the last 12 months from the go-live date. Only current benefit enrollment data for those workers will be converted.
19	Oracle Advanced Benefits	Benefit Designations	11,123	Convert workers who have had an active status within the last 12 months from the go-live date. Only current benefit designations for those workers will be converted.
20	Oracle HR	Organizations	EXT 426, INT 306	Only the current Organization structure will be converted.
21	Oracle HR	Locations	721	Only the current Locations will be converted.
22	Oracle HR	Positions	11795	Only the current Positions will be converted.
23	Oracle HR	Jobs	882	Only the current Jobs will be converted.
24	Oracle HR	Grades	712	Only the current Grades will be converted.
25	Oracle General Ledger	Adopted Budget for Expenditures (Current Year)	N/A	Establishes budgetary control for Oracle ERP Cloud.
26	Oracle General Ledger	Adopted Budget for Revenue and Expenditures (Current Year)	N/A	Establishes General Ledger budget scenario values to compare Actual vs. Budget for Revenues and/or Expenditures.
27	Oracle General Ledger	Adopted Budget for Expenditures (History)	N/A	Establishes Budgetary Control for the prior 3 years as the basis for future budget development and historical trend analysis.
28	Oracle General Ledger	Adopted Budget for Revenue and Expenditures (History)	N/A	Establishes the prior 3 years as the basis for future budget development and historical trend analysis by uploading General Ledger budget scenario values.
29	Oracle Accounts Payable	1099 Balances (Mid-Calendar Year Go-Lives Only)	N/A	1099 balances will be established via the invoice import process summarized by supplier and 1099 type.
30	Oracle Accounts Receivable	Active Customers	N/A	Inclusive of customers and contacts defined as having billing activity in the last 2 years.

No	Data Source	Data Type	Number of Master Records	Notes for the Conversion
31	Oracle Accounts Receivable	Open Invoice / Customer Balances	N/A	Open Receivables Invoices pending cash receipt or with partial cash receipts (Open AR transaction lines and items), plus Open Credit Balances on Customers.

The Contractor shall implement the interfaces as real-time web services or batch jobs, depending on the detailed requirements gathered during the planning and design phase. The ERP shall include the ability for administrators to schedule and manage batch jobs using a graphical administrator console. Additionally, the ERP shall provide a common framework, leveraged by all interfaces where possible, to simplify maintenance. The Contractor shall also assist the County in streamlining the County's approach to interfaces and integrations wherever possible and practicable through solutions such as leveraging the County's cloud data warehouse.

Integrations

The County and the Contractor will utilize the integration tools delivered with the system to integrate/interface with existing infrastructure and information technology assets, whether for real-time integration or batch interfaces. The tasks and responsibilities for integration/interfaces are set forth in greater detail in Deliverable 4: Technical Strategy. If the County decides to go with Oracle Integration Cloud (OIC) during calibrate phase, the Contractor shall implement OIC for integration. The integration tools that are available to be used for the project are:

- **Inbound Integration:** For moving data into Oracle Cloud Applications, Oracle offers: File Based Data Import (FBDI), Human Capital Management Data Loader (HDL), and Spreadsheet Loader. These mechanisms allow for error correction and support the same common set of objects that are required for integration.
- **Outbound Integration:** To export data from Oracle Cloud Applications, Oracle offers two mechanisms: Oracle Transactional Business Intelligence (BI) Data Extracts, and Oracle Business Intelligence (BI) Publisher. Oracle also delivers module-specific extracts for Payroll and Benefits, reducing the amount of time customers need to spend on those exports.
- **Web Services Integration:** Oracle Cloud Applications support the use of Web Services to provide a standardized way of integrating Cloud services both inbound and outbound with other disparate application systems. Web Services Integrations will be deployed for integrations requiring real-time data exchange.

The County and the Contractor will finalize the integrations and corresponding Oracle-provided integration tool(s) during Phase I – Calibrate.

Interface Scope

The Contractor shall develop up to 5 additional interfaces, if needed, which are not listed in Table-1 below.

Table 1. Integrations

Data Flow Description	Future Source Application / Capability	Future Target Application	Frequency
ACGA EOI Interface	HCM / Compensation & Benefits	Hartford	Bi-Weekly

Data Flow Description	Future Source Application / Capability	Future Target Application	Frequency
ACGA Financial OpenGov Extracts	ERP / General Ledger	OpenGov	Monthly
ACGA HR Cigna HSA Funding Interface	HCM / Compensation & Benefits	CIGNA	Bi-Weekly
ACGA HR CJRMS Interface	HCM / Manage Workforce	CJRMS	Daily
ACGA HR Discovery FSA Outbound Interface	HCM / Compensation & Benefits	Discovery	Bi-Weekly
ACGA HR Extract - Vacant Positions for DPR	HCM / Manage Workforce	SharePoint	Daily
ACGA HR Position Extract for NeoGov	HCM / Manage Workforce	NeoGov	Daily
ACGA HR VOYA DROP Enrollment Extract	HCM / Compensation & Benefits	VOYA	Bi-Weekly
ACGA HR VOYA Extracts	HCM / Compensation & Benefits	VOYA	Bi-Weekly
ePayment Permits Plus interface	Accela	ERP / General Accounting	Daily
PBCS Budget to PRISM Interface	EPM	ERP / General Accounting, Budgeting	Yearly
PRISM Accela Interface	Accela	ERP / General Accounting	Daily
PRISM COA - PBCS Interfaces (6 segments)	ERP / General Accounting, Budgeting	EPM	Daily
PRISM EB Suppliers Load	Excel	ERP / Vendor Management	On Demand
PRISM EnergyCAP Interface	EnergyCAP	ERP / Accounts Payable	Weekly
PRISM HR - PBCS Interface	HCM / Human Resources	EPM	Yearly
PRISM Revenue Actuals - PBCS Interface	ERP / General Accounting, Budgeting	EPM	Yearly
PRISM to DHS SharePoint application	HCM / Manage Workforce	CJRMS	Daily
PRISM to DPR SharePoint application	HCM / Manage Workforce	CJRMS	Daily

Data Flow Description	Future Source Application / Capability	Future Target Application	Frequency
PRISM.DES eBuilder Change Orders Interface	ERP / Procurement, Projects	eBuilder	Daily
PRISM.DES eBuilder Commitments Interface	ERP / Procurement, Projects	eBuilder	Daily
PRISM.DES eBuilder General Invoices Interface	ERP / Projects, General Accounting	eBuilder	Daily
PRISM.DES eBuilder Invoices Interface	ERP / Projects, General Accounting	eBuilder	Daily
PRISM.DES Yardi Interface	ERP / General Accounting	Yardi	Daily
PRISM.DHS AP POSS Interface	DMC	ERP / Accounts Payable	Weekly, Monthly
PRISM.DHS AP Section 8 process	Yardi Voyager	ERP / Accounts Payable	Weekly, Monthly
PRISM.DHS PBHG Interface	Yardi Voyager	ERP / Accounts Payable	Weekly, Monthly
PRISM.DHS VUWR Interface	Yardi Voyager	ERP / General Accounting	Monthly, Semi-Monthly
PRISM.DTS Telephone monthly	Excel/CSV	ERP / General Accounting	Monthly
PRISM_AP Check and ACH File Wells Fargo daily	ERP / Accounts Payable	Wells Fargo	Daily
PRISM Cash Management Daily File from Wells Fargo	Wells Fargo	ERP / Cash Management	Daily
PRISM Chart of Accounts	ERP / General Accounting	ACE	Daily
PRISM_CIGNA Enrollment information	HCM / Compensation & Benefits	CIGNA	Bi-Weekly
PRISM Delta Dental Enrollment Information	HCM / Compensation & Benefits	Delta Dental	Weekly
PRISM Export data from PRISM to DTS Active Directory	HCM / Manage Workforce	MS Active Directory	Daily
PRISM Export employee benefit data from PRISM to Neocase	HCM / Compensation & Benefits	NeoCase	Daily
PRISM Fire Timecards	Telestaff	HCM / Manage Workforce, Compensation & Benefits	Bi-Weekly
PRISM iNovah Police file	iNovah	ERP / General Accounting	Daily

Data Flow Description	Future Source Application / Capability	Future Target Application	Frequency
PRISM Kaiser Enrollment information	HCM / Compensation & Benefits	Kaiser	Weekly
PRISM Metro smart card interface	HCM / Compensation & Benefits	WMATA	Bi-Weekly
PRISM Monthly MasterCard transactions data from JPMorgan Chase	JP Morgan CHASE	ERP / Accounts Payable	Monthly
PRISM Payroll Deduction retirement deductions to Pension Gold	HCM / Compensation & Benefits	Pension Gold	Bi-Weekly
PRISM Payroll Deduction Long Term Care	HCM / Compensation & Benefits	Genworth	Bi-Weekly
PRISM Payroll NACHA File	HCM / Compensation & Benefits	Wells Fargo	Bi-Weekly
PRISM Payroll Third-party Checks	HCM / Compensation & Benefits	Wells Fargo	Bi-Weekly
PRISM Police Timecards	Telestaff	HCM / Manage Workforce, Compensation & Benefits	Bi-Weekly
PRISM Retirement checks (Pension Gold)_Wells Fargo	ERP / Accounts Payable	Wells Fargo	Daily
PRISM Sheriff Timecards	Telestaff	HCM / Manage Workforce, Compensation & Benefits	Bi-Weekly
PRISM_SWB Miscellaneous Transactions	Cayenta	ERP / General Accounting	Weekly
PRISM Treasury ACE file	ACE	ERP / General Accounting	Daily
PRISM Utilities Refunds	Cayenta	ERP / General Accounting	Daily
PRISM-DPR RecTrac Interface	RecTrac	ERP / General Accounting	Daily
PRISM-DPR Small Credit Balance Vendors Interface	Excel	ERP / Vendor Management	On Demand
Taleo User Extract	HCM / Manage Workforce, Compensation & Benefits	Taleo	Every Business Day

Data Flow Description	Future Source Application / Capability	Future Target Application	Frequency
Data Pipeline (Data extracts from Oracle Cloud Applications to the County's AWS Data Warehouse). Up to 10 data files which will be similar to those that exist today for GL and subledgers.	Oracle Cloud	AWS Data Warehouse	Multiple times/day

The County will provide data extracts, perform any necessary changes to third party systems that interface with Oracle, and inform the Contractor of file formats required for outbound interfaces from Oracle. The Contractor shall assist the County with data mapping efforts and advise on approaches for loading/extracting data to/from the applications. The Contractor shall load/extract data into/from Oracle. The County will extract/load data from/into third-party systems. The Contractor shall work with the County on data mapping efforts. Common interfaces in and out of Oracle will conform to a single format in and out of the system. For example, each interface that would create a journal entry into the system would create one common file format, logic, and approach.

Reports

The Contractor shall map seeded reports for all reports listed in Exhibit G and identify the reports that needs to be developed or modified in case no seeded report is available.

Consistent with the tasks and responsibilities for identifying and developing reports as set forth in greater detail in Deliverable 4: Technical Strategy, Contractor will develop the 10 reports identified in the table below plus an additional 50 reports for a total of 60 custom reports (across ERP, HCM, and EPM) for Arlington County.

Area	Report Name	Comments
Payables	AP Check	Tailored to client requirements.
Purchasing	Purchase Order	Tailored to client requirements.
Purchasing	Purchase Agreement	Tailored to client requirements.
AR / Billing	Invoice	Tailored to client requirements.
Payroll	Payroll Check	Tailored to client requirements.
Payroll	Payslip	Tailored to client requirements.
Payroll	3rd Party Vendor Payments	Tailored to client requirements.
Projects & Grants	Project Award Funding Budget vs. Actuals	Tailored to client requirements.
Human Resources	EEO-4	Tailored to client requirements.
General Ledger	Balance Sheet	Tailored to client requirements.

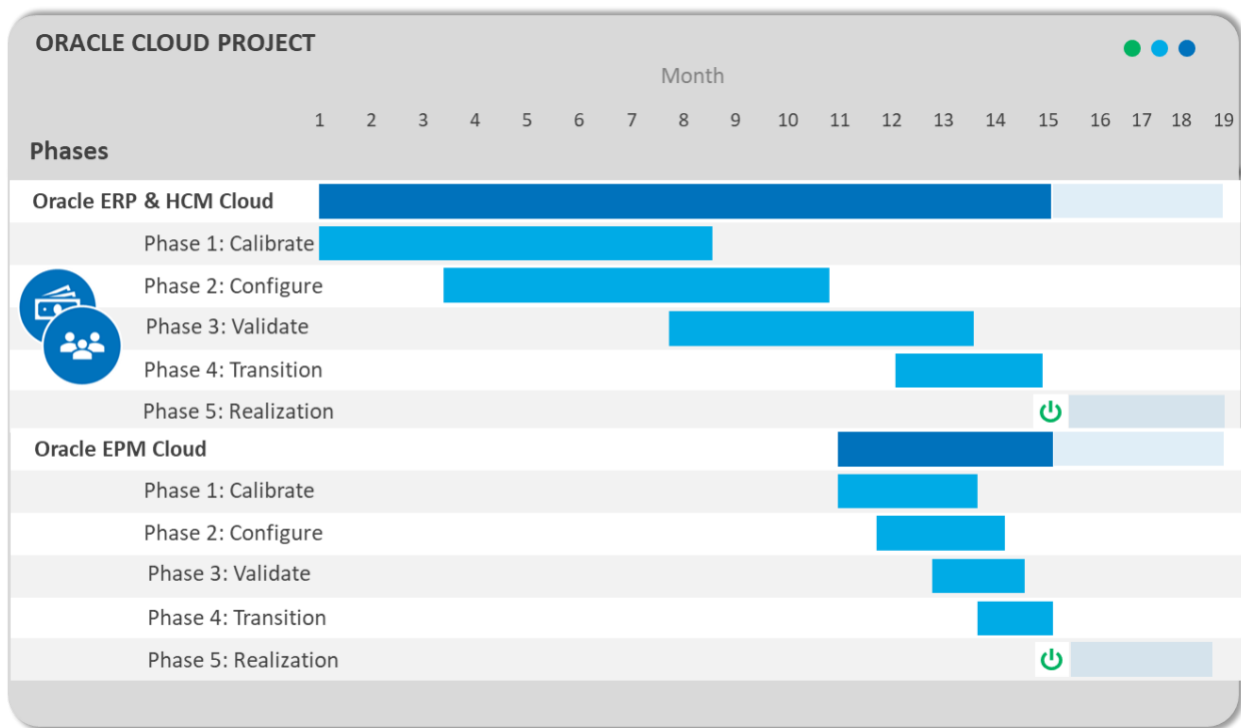
The Contractor's reporting scope is limited to the reports referenced above via Oracle's delivered reporting tools. BI Publisher (BIP), Oracle Transactional Business Intelligence (OTBI), Financial Reporting Studio (FRS), or Narrative Reporting (NR) as well as Oracle's extensive library of out-of-the-box or "seeded" reports.

The County will be responsible for any other reports whether configured or custom developed. This includes logo replacements within seeded reports. The Contractor shall provide one training session on BIP, and OTBI. The County will participate in these training sessions to promote Arlington County self-sufficiency.

The Contractor’s Propel Methodology for Cloud, which consists of five phases, will guide the implementation process. Based on the County’s project scope, organization size, resource availability, business cycles, and other factors, the Contractor estimates 15-month project timeline consisting of 1 Rollout including post-implementation support. The Project Schedule is defined as an implementation deliverable detailed in this SOW. Any changes to major milestones or phases within the project schedule must be reviewed and jointly approved by the County Steering Committee and Contractor.

The Rollout includes all the applications listed in section Software Scope above and will be approximately 15-months long starting in January 2023 and go-live on or around April 2024. The Rollout timeline excludes the Contractor providing 4 months of post-implementation support.

The Contractor has included 200 hours of Optimization Support after the post-production support period that is available for assistance in any area during the first twelve months after the Rollout go-live.



Project Methodology Overview – Propel for Cloud

The Propel Methodology for Cloud features five distinct phases that Contractor will follow for Arlington County:

- Phase I – Calibrate
- Phase II – Configure
- Phase III – Validate
- Phase IV – Transition

- Phase V – Realization

Each phase contains tasks, deliverables, and milestones. For purposes of this SOW, the following definitions will apply:

- **Task:** A task is a work activity that is completed by either Contractor or Arlington County. Tasks will all be scheduled on the project schedule and tracked for completion.
- **Deliverable:** A deliverable is a tangible work product that Contractor will produce and deliver to Arlington County. Arlington County will review and provide feedback on each deliverable following the Deliverable review process. Deliverables may have payments associated with them; where, upon acceptance of the deliverable, Contractor shall submit an invoice to Arlington County.
- **Milestone:** A milestone is a check point in the project where Arlington County will review status and confirm that all tasks and deliverables listed under each milestone are complete and accepted. Milestones may have payments associated with them; where, upon acceptance of the milestone, Contractor shall submit an invoice to Arlington County.

As deliverables and milestones are completed on the project, Contractor will present a Deliverable and Milestone Acceptance Certificate to Arlington County soliciting signed approval indicating the deliverable meets the scope criteria specified in the SOW and the Deliverable Acceptance Plan in the Project Management Plan. All Work Product for the Deliverable shall be documented and attached to the acceptance certificate. In Table 5 – Key Project Activities (Onsite for Contractor), the planned onsite visits for the Contractor consultants are outlined for the key activities throughout the different Phases of the project.

Phase I – Calibrate

The purpose of the Calibrate Phase is to define and communicate project approaches, governance structures, schedules, responsibilities, and expectations across participating parties so they are well understood and can be consistently managed throughout the project.

The project is planned and the processes governing the conduct of the project are defined. A Kickoff Meeting is held to orient the entire project team to the project objectives and how the project will be conducted. Workshops are scheduled and conducted to gather setup information to support the Functional Design and define technical details for integrations, data loads and reports. Security and testing requirements are reviewed and plans for addressing them are prepared per Table 5.

Contractor shall gather detailed requirements based on high level requirements specified in Exhibit F and deliver a document with all detailed requirements. Requirements should be gathered for all optional modules as well. The Contractor shall gather detailed requirements for all interfaces, conversions, reports, workflows, and extensions/customizations listed in Exhibit G, and deliver a document with all details. If any workaround is required to meet any of the functional/technical requirements (listed in Exhibit F and Exhibit G), such workaround should be included in scope.

Phase I Tasks, Deliverables, & Activities

Phase I Tasks, Deliverables, & Activities highlights the roles and responsibilities of the parties during the Calibrate phase of the project.

Deliverable 1: Organizational Kickoff Agenda and Meeting

Deliverable Number: # 1

Name: Phase I – Calibrate
Organizational
Kickoff
Agenda and
Meeting

Purpose:
To orient the entire project team to the project objectives and how the project will be conducted.

Scope:
Contractor’s project manager schedules an initial kickoff meeting with the Business Sponsor, key stakeholders, and core project team to address these items:

- Introductions
- High-level project scope
- Methodology, approach, and tools
- Roles, responsibilities, and team expectations
- Project timeline and deliverables summary

Format:
Presentation (Microsoft PowerPoint) / Meeting

- Outline:**
- Introductions
 - Executive Message
 - Project Objectives
 - Project Challenges and Scope
 - Implementation Process Overview
 - Project Timeline and Milestones
 - Project Team
 - Roles and Responsibilities
 - Upcoming Key Tasks
 - Closing Remarks/Questions

Notes / Expectations:
Arlington County and Contractor project managers will coordinate the details pertaining to logistics for the kick-off meeting including event venue, event scheduling, event invitations, and event presentation specifics.

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1		Develop outline and content to be communicated in each of the kick-off meetings. Review and accept the outline and content for each of the kick-off meetings. Schedule the kick-off meetings.
		Outline for kick-off meetings provided by Contractor Meetings scheduled and participants invited by Arlington County

		Invite stakeholders, find room, assist with logistics of the meeting.	
2	Establish a project team organization chart and team member roles and responsibilities for Contractor and Arlington County resources.	Assign Arlington County project team and technical staff Develop Arlington County roster.	Team organization chart with roles and responsibilities in PowerPoint
3	Establish timeline, scope, and methodology content to include in the presentations.	Review and Accept materials	Scope, timeline, and methodology diagrams in PowerPoint
4	Develop presentation and materials for project team kick-off meeting.	Review and Accept presentations and materials to be communicated in the kick-off meeting.	Project team kick-off meeting presentation and materials in PowerPoint.
5	Develop presentation and materials for the Executive Steering Committee kick-off meeting.	Review and Accept presentations and materials to be communicated in the kick-off meeting.	Executive Steering Committee meeting presentation and materials in PowerPoint.
6	Hold a project kick-off meeting with the project team.	Actively participate in the meeting, ask or answer questions to get the team prepared for the project with a common understanding of the scope, schedule, and team roles for the project.	Project team kick-off complete led by Contractor and feedback documented
7	Hold a project kick-off meeting with the Executive Steering Committee and full team.	Attend and support the meeting. Facilitate portions of the kick-off meeting if appropriate, assist with answering	Formal stakeholder kick-off meeting, led by Contractor, completed and feedback documented with Deliverable and Milestone Acceptance

Arlington County questions.

Certificate submitted to Arlington County by Contractor.
 Presentation materials for the full team will explain project objectives, who's who, project approach, timing, and key activities that affect larger groups of participants. Materials for the Executive Steering Committee include those for the full team plus key, known issues and concerns and information regarding the role of sponsors.

Deliverable 2: Project Management Plan

Deliverable Number: #2

Name: Phase I - Calibrate
 Project Management Plan (PMP)

Purpose:
 Contractor and the County develop project management standards and controls that the team utilizes throughout the project.

Scope:
 During a series of up to three meetings (two hours each) with the County, Contractor's project manager develops the Project Management Plan, which includes:

- Project plan management process
- Roles and responsibilities
- Risk and issue management processes
- Project change control procedure
- Status reporting, meeting schedules and project team schedules

Format:
 Microsoft Word Document

Outline:

- Project scope (both in and out of scope), objectives, and approaches
- Project governance and team structure
- Roles and responsibilities
- Known Risks
- Key Dependencies and success factors
- Issue management process

- Project change control procedure
- Decision support policy
- Governance, status reporting, meeting requirements, schedules, and procedures
- Meeting schedule for the Project Team and Steering Committee

Notes/Expectations:

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products		
1		Meet with the County to discuss/verify the Governance, Risk/Issue Management, Communications, Change Control, and Objectives.	Provide existing vision/mission, objectives, governance, and policies defined for the project.	Initial Project Management Plan drafted in Word
2		Create a project assumption list, based on the requirements listed in the RFP.	Approve list of assumptions.	Updated Project Management Plan in Word
3		Create remaining Project Management Plan documentation	Approve Project Management Plan documentation.	Project Management Plan in Word
4		Distribute Project Management Plan to the Project team.	Determine best medium to send out the Project Management Plan and information.	Deliverable and Milestone Acceptance Certificate submitted to Arlington County by Contractor

Deliverable 3: Project Schedule

Deliverable Number: #3

Name: Project Schedule **Phase:** Phase I - Calibrate

Purpose:

The tool to verify preliminary estimates for Deliverables/Tasks, Resources, and Timeframes. The comprehensive project schedule also facilitates the tracking of the Scope, Resources, and Time during project execution.

Scope:

The project schedule is created and updated with approved requirements to include reports, interfaces, conversions, and table configuration. The project schedule is maintained throughout the project.

Format:

Microsoft Project

Outline:

- Schedule Assumptions
- Tasks broken into Rollout, Stage, and Phase
- Predecessors
- Payment Deliverables which are listed in this SOW are indicated as such in the Project Schedule
- Level of effort (number of hours/days) that a task will take to complete
- Key milestones
- Dependencies (task ‘B’ cannot start before task ‘A’ is complete) and what tasks can proceed concurrently
- Timeframes (start and end dates) for each task adjusted to reflect dependencies, concurrent tasks, and milestones)
- Resource (FTE) requirements needed to complete the full set of tasks in the plan within the timeframe targeted
- Critical path (the series of tasks in which if any one task is delayed, the entire project will be delayed)

Notes/Expectations:

Contractor will create the Project Schedule. The County will provide information which contributes to the creation of the Project Schedule. Focus will be on key activities, resource needs, assumptions, and details. Arlington County and Contractor will participate in the creation of the Project Schedule. The comprehensive Project Schedule may be adjusted upon approval of Arlington County’s Steering Committee.

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products		
1		Conduct initial review of the project schedule format and level of detail with Arlington County.	Provide input during review sessions.	Initial Project Schedule Structure drafted by Contractor in Jira
2		Within the Project Management Plan (PMP), outline assumptions for the project schedule.	Approve list of assumptions.	Assumptions documented in PMP.
3		Update the project schedule with a level of detail appropriate for the current phase of the project.	Provide input to the project schedule.	Project Schedule Updated in Jira
4		Gain approval on the Master Project Schedule	Approve Master Project Schedule	Master Project Schedule in MS Project with Deliverable and Milestone Acceptance

Certificate submitted to Arlington County by Contractor

Deliverable 4: Technical Strategy

Deliverable Number: #4

Name: Technical Strategy

Phase: Phase II - Configure

Purpose:

Provides the approach for the conversions, interfaces, and reports development needs of the project.

Scope:

The Technical Strategy will map each development area (conversion, interface, reports) to the tool and approach for each development item outlined in the Requirements Matrix.

The Technical Strategy will include approach to historical data access and management.

Format:

Microsoft Word

Outline:

- How tools will be utilized for conversions, interfaces, and reports
- Roles and Responsibilities
- Source and target systems for conversions, interfaces, and reports

Notes/Expectations:

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Develop the technical strategy. The strategy will describe the criteria of when to use which tool for which purpose, differentiating the different types of technical objects, the timeliness requirements, development standards including naming conventions, and other factors used to determine which integration approach to use. The strategy will describe how historical data can be accessed and managed	Gather existing data conversion, interface, and report characteristics and requirements information. Provide access and support related to historical data	Technical Strategy drafted by Contractor in MS Word.
2	Work with Arlington County to define high-level technical strategy on scheduling interfaces and reports including batch vs	Provide forum for and participate in a cross-group high-level technical strategy discussion and review feedback.	Contractor will update the Technical Strategy with the high-level strategy for data conversions, interfaces, and reports. The approved

	near real-time communications with partners.		Technical Strategy might be updated by the Functional and Technical Specifications or as a result of development and testing.
3	Work with Arlington County to define the initial technical security approach. This will include transport protocols, routings, message styles required for Arlington County while mitigating threats and vulnerabilities.	Provide forum for and participate in a cross-group initial overall technical security approach discussion and review feedback.	SCI will update the Technical Strategy with initial technical security approach. The Technical Strategy might be updated by the Functional and Technical Specifications or as a result of development and testing.
4	Attend project meetings and provide input to validate the Technical Strategy.	Attend project meetings and provide input to validate the Technical Strategy	Updated Technical Strategy.
5	Finalize prioritization of data conversion, interfaces, and reports activities.	Assist Contractor with prioritization. Approve prioritized list.	Prioritized list of data conversions, interfaces, and updated to Technical Strategy.
6	Meet with Arlington County to review Technical Strategy.	Meet with Contractor to review Technical Strategy.	Acceptance Certificate provided by Contractor to Arlington County.

The Approved Technical Strategy will be used as inputs to the following deliverables or work products

- 1 The Technical Strategy will be used as an input to a common tool (JIRA) that will manage the inventory of technical objects (Data Conversions, Interfaces, and Reports) in scope. The initial inventory will be entered into the tool based on the SOW and/or Project Management Plan. Changes to the list of technical objects would require approval from Project Governance.
- 2 Specifications Deliverable.

Deliverable 5: Environment Strategy

Deliverable Number: #5	
Name: Environment Strategy	Phase: Phase II -Configure
Purpose: Provides the approach for how the environments will be utilized throughout the lifecycle of the project implementation.	
Scope: The Environment Strategy will map the plans for configuration data, testing locations, and approaches to migrate from one phase of the project to the next phase.	
Format: Microsoft Word	
Outline:	
<ul style="list-style-type: none"> • Purpose • Objectives • Environment Definitions • Environment Migration Flow and Steps 	

- Migration Tools
- Oracle Environment Updates and Refresh Window

Notes/Expectations:**Arlington County/Vendor Role:**

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Develop the Environment Strategy. The strategy will the scope of projected application logical environments including: purpose for the environment, source from which the environment will be created, and expected lifespan of the environment.	Provide forum for and participate in a cross-group high-level environment strategy discussion and review feedback.	Environment Strategy drafted by Contractor in MS Word.
2	Work with Arlington County to define scheduling timing and logistics for environment move/refresh activities.	Provide forum for and participate in a cross-group high-level environment strategy discussion and review feedback.	Contractor will update the Environment Strategy with the high-level timings and logistics of environment moves/refreshes. The approved Environment Strategy might be updated as a result of development and testing.
3	Attend project meetings and provide input to validate the Environment Strategy.	Attend project meetings and provide input to validate the Environment Strategy	Updated Environment Strategy.
4	Meet with Arlington County to review Environment Strategy.	Meet with Contractor to review Environment Strategy.	Acceptance Certificate provided by Contractor to Arlington County.

Phase II – Configure

The purpose of the Configure phase is to define the system workflow configuration, interface, conversion, and report requirements and business decisions that will be documented through designs and specifications to meet core system requirements as organizational needs.

Contractor and the County work to document each of these items within the System Design and Specifications and implement agreed upon configurations within a staging environment. Contractor will conduct Conference Room Pilot 1 (CRP1) workshops in the CRP environment with Arlington County project team participation to validate configuration and decisions, demonstrate how requirements tie into the system, and answer open questions around the system design while being confirmed through pre-defined scenarios. The Contractor shall conduct Conference Room Pilot 2 (CRP2) workshops with Arlington County participation and support. CRP2 differs from CRP1 in that in CRP2 Arlington County team members will be executing the testing sessions, navigating through the system with test scripts and standard scenarios and taking questions from Arlington County team members. This effort helps promote system knowledge and

is an effective in preparing the team for testing initiatives. Contractor will setup the initial configurations for each necessary table to support the CRP workshops. The County will assist Contractor with each configuration table. A guiding principle for the project is for the County to gain knowledge and self-sufficiency with respect to gaining the capability to configure the system and alter the configuration of the system as desired. The degree to which Arlington County Project Team Members will gain knowledge and self-sufficiency depends largely on their level of active participation in the system configuration process. Configuration is an iterative process closely managed through detailed strategy and specification documents and activities that evolve over the project. Project requirements and specifications track requirements that will ultimately be verified through detailed testing.

The project team will also create a preliminary cutover plan during this phase. The Cutover plan outlines the full steps necessary to facilitate the Move to Production, including steps which are outside of the system or require infrastructure configuration.

For the Optional Modules which have been specified, The Contract shall complete an initial Requirement Traceability Matrix for each module and perform the CRP1 steps. The milestone (Deliverable 7.5) shall include a Decision Document with the notes and details from the CRP1 sessions and the recommendations

Phase II Tasks, Deliverables, & Activities

Phase II Tasks, Deliverables, & Activities highlights the roles and responsibilities of the parties during the Configure phase of the project.

Deliverable 6: Conference Room Pilot 1 (CRP1)

Deliverable/Milestone Number: #6		
Name: CRP1		Phase: Phase II - Configure
Purpose: The CRP1 sessions will help facilitate the finalization of the design process. Allows Arlington County to see configuration decisions, process decisions, how requirements tie into the system, and to complete any open questions around the design while being demonstrated through pre-defined subset of scenarios.		
Scope: Conduct up to four (three-hour each) CRP1 sessions for each module process area. During the workshops, Contractor will map requirements to functions in the application, where possible.		
Format: Microsoft Word (Agendas)		
Outline:		
<ul style="list-style-type: none"> • Initial System Configuration • Meeting Agendas 		
Notes/Expectations: Configuration is expected to be at a level to support core business processes but will not be complete until the beginning of System Integration Testing.		
Arlington County/Vendor Role:		
Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Create CRP1 session schedule	Assist with aligning resources for attendance	CRP1 session schedule

2	Create CRP1 session agendas	None	CRP1 session agendas
3	Conduct CRP1 sessions	Attend sessions, participate in discussions and follow up activities.	None
4	Update configuration based on CRP1 feedback	Assist with clarifications	None
5	Update Exhibit F and Key System Design Considerations documents	Assist with clarifications	
6	Document notes for the Optional Modules.	Review and approve the notes for the Optional Modules.	Document the notes. recommendations and details for the Optional Modules, which will be included into the Decision document for the optional module.

Deliverable 7: Requirements Traceability Matrix

Deliverable Number: #7

Name: Functional and Technical Requirements

Phase: Phase II - Configure

Purpose:

Documented business and system requirements that will be configured or developed within the system.

Scope:

Requirements are documented and tracked throughout the life of the project to verify each is identified, configured, tested and deployed. This development of this deliverable begins in Phase I – Calibrate when the requirements from Exhibit F are brought into the first draft of the Functional and Technical Requirements and refined through the initial clarification sessions. The strategy for accommodating requirements that are misaligned with software functionality will be documented. If any workaround is required to meet any of the functional/technical requirements listed in Exhibit F or Exhibit G, such workaround shall be included in scope.

Format:

Microsoft Excel (initial requirements) and Jira (approved requirements).

Outline:

- Listing of Requirements
- Requirement Process/Module Area
- Notes
- Requirements Status

Notes/Expectations: The Requirements Traceability Matrix (Initial) will be updated and approved during Phase II – Configure, so the configuration and build requirements are mutually agreed to which will allow the functional and technical teams to configure and development the requirements. During Phase III – Validate, the Finalized Requirements Traceability Matrix will be updated and finalized to reflect the mapping of the test scripts / scenarios that will support the testing of the requirements. This Finalized Requirements Traceability Matrix will be approved in conjunction with the User Acceptance Test cycle (as outlined in the steps in Deliverable 19).

Arlington County/Vendor Role:			
	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Conduct Requirements Gathering sessions with the County.	Update baseline Exhibit F (starting from Exhibit F)	Initial Exhibit F updated by the County from baseline Exhibit F in Excel
2	Use Exhibit F to develop preview and Design Workshop session agendas	Review preview and Design Workshop agendas against initial Exhibit F	Initial Exhibit F in Excel with Workshop Agendas and Deliverable and Milestone Acceptance Certificate submitted to Arlington County by Contractor
3	Requirements are approved as part of the CRP1 sessions.	Review and approve the documented requirements by the end of the CRP1 sessions.	Approved Exhibit F.
4	Document and list the requirements for the Optional Modules.	Review and approve the requirements list for the optional modules.	Document the requirements for the Optional Modules.

[Deliverable 7.5: Optional Modules Analysis and Recommendation](#)

Deliverable Number: #7.5

Name: Optional Modules Analysis and Recommendations

Phase: Phase II - Configure

Purpose:

Documented requirements and notes from CRP1 related to the optional modules along with a recommended decision for the optional modules.

Scope:

Requirements are documented for the optional modules based upon the design workshops, CRP1 sessions and related meetings. This development of this deliverable begins in Phase I – Calibrate when the requirements are initially documented and updated during the meetings. The final work product for this deliverable will be a Decision document that outlines the analysis, recommendations, related requirements, and costs.

Format:

Microsoft Excel (initial requirements) and Decision document.

Outline:

- Listing of Requirements
- Notes from CRP1 and other meetings
- Decision document

Notes/Expectations:

Arlington County/Vendor Role:			
	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products

1	Conduct Requirements Gathering sessions with the County.	Review and approve initial requirements list.	Document requirements.
2	Document notes and related details from the meetings.	Review and approve the notes.	Document the notes.
3	Document the Decision Document	Review the Decision document along with the recommendations, costs, and next steps.	Document the Decision document along with the recommendations and next steps.

Deliverable 8: Workaround Specifications

Deliverable Number: #8

Name: Workaround Specifications

Phase: Phase II - Configure

Purpose:

Create a description of any workaround that needs to be deployed to meet requirements that do not align with out-of-the-box functionality enabled by configuration. The workaround could involve some combination of functionality and configuration, process triggers which may involve reporting, and manual steps.

Scope:

The functional and technical team creates the corresponding specifications document. These specifications provide details on the workaround procedure to be developed.

Format:

Microsoft Word

Outline:

- Functional Requirements
- Process Flow including Process Triggers
- Configuration Requirements
- Development Object Requirements
- Development Logic Requirements

Notes/Expectations:

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Document the specifications	Review available options and accept one Review the specifications	Updated Specifications document

Deliverable 9: Conversion Specifications

Deliverable Number: #9

Name: Conversion Specifications

Phase: Phase II - Configure

Purpose:

Create detailed conversion specification documentation of any development objects created or modified for all conversions that are in scope for the project.

Scope:

The functional and technical team creates the corresponding specifications document. These specifications provide details on the conversion programs to be developed. These specifications are critical for reference during future development.

For historical data that is not systematically migrated into the application, specifications will be developed to indicate the conditions for the extract, the required transformation, the target of the file, any manual data processing, and responsibilities for the data conversion activities.

Format:

Microsoft Word

Outline:

- Functional Requirements
- Development Object Requirements
- Development Logic Requirements
- Technical Design Layout
- Associated mappings (if required)

Notes/Expectations:**Arlington County/Vendor Role:**

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Document Conversion Mapping requirements for Contractor Development	Assist with documenting Conversion Mapping requirements	Updated Specifications (Conversion) document

Deliverable 10: Interface Specifications

Deliverable Number: #10

Name: Interface Specifications

Phase: Phase II - Configure

Purpose:

Create detailed specification documentation of any development objects created or modified for all interfaces that are in scope for the project.

Scope:

The functional and technical team creates the corresponding specifications document. These specifications provide details on the interface programs to be developed. These specifications are critical for reference during future development.

Format:

Microsoft Word

Outline:

- Functional Requirements
- Development Object Requirements
- Development Logic Requirements
- Technical Design Layout
- Associated mappings (if required)

Notes/Expectations:**Arlington County/Vendor Role:**

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Document Interface Specification Mapping and File Layout requirements for Contractor Development	Assist with documenting Interface Specification Mapping and File Layout requirements	Updated Specifications (Interfaces) document

Deliverable 11: Conference Room Pilot 2 (CRP2)

Deliverable/Milestone Number: #11

Name: CRP2

Phase: Phase II - Configure

Purpose:

The CRP2 sessions will help facilitate the finalization of the design process. Allows Arlington County to see configuration decisions, process decisions, how requirements tie into the system, and to complete any open questions around the design while being demonstrated through pre-defined subset of scenarios.

Scope:

Conduct up to four (three-hour each) CRP2 sessions for each module process area. During the workshops, Contractor will map requirements to functions in the application, where possible.

Format:

Microsoft Word (Agendas)

Outline:

- Base System Configuration
- Meeting Agendas
- Key Configuration Decisions by Business Process (by Module)
- Process Inventory
- Security Considerations
- Conversions, Interfaces, Reports
- Go-live / cutover considerations

Notes/Expectations:

Configuration is expected to be at a level to support core business processes but will not be complete until the beginning of System Integration Testing.

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Create CRP2 session schedule	Assist with aligning resources for attendance	CRP2 session schedule
2	Create CRP2 session agendas	Understand configuration and agenda content	CRP2 session agendas
3	Lead the sessions, Support Arlington County counterparts, attend sessions, participate in discussions, and follow up activities.	Hand on participation to CRP2 sessions	None
4	Update configuration based on CRP2 feedback	Assist with clarifications	None

5	Update Exhibit F and Key System Design Considerations documents	Assist with clarifications
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Deliverable 12: Key System Design Considerations

Deliverable/Milestone Number: #12

Name: Key System Design Considerations **Phase:** Phase II - Configure

Purpose:

The Key System Design Considerations Document outlines critical decisions that were made during the Conference Room Pilot (CRP) sessions, functionality that will/will not be utilized, how the system will be configured, business process changes required, and other information as it relates to the use of the new Oracle Cloud Applications system

Scope:

Conduct up to four (three-hour each) CRP sessions for each module process area. During the workshops, Contractor will review and map all requirements to functions in the application where possible. Business processes are designed to enable utilization of the delivered Oracle Cloud applications features.

Format:

Microsoft Word

Outline:

- Base System Configuration
- Key Configuration Decisions by Business Process (by Module)
- Process Inventory
- Security Considerations
- Conversions, Interfaces, Reports Lists
- Go-live / cutover considerations

Notes/Expectations:

Various Arlington County functional and technical business area representatives will work with their respective Contractor project team counterparts in focused CRP sessions to walk through delivered Oracle business processes and the application. The result of each of these workshops will be the Key System Design Considerations document that defines the County's business processes and configurations will work with the delivered Oracle application, identify how the system will support the organization's requirements. All configurations and development lists (conversions, interfaces, reports, and workflows) that will be used in the system are finalized and identified in this document. Deviations from this scope will materially impact the project effort and require a Change Order to incorporate into the project.

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Review foundation tables to verify they support requirements	None	Key System Design Considerations drafted by Contractor in Word
2	Make changes to configuration	Assist with changing product configuration	Key System Design Considerations updated by Contractor

3	Track the progress of configuration changes	Assist with tracking product configuration	Configuration status updated to Key System Design Considerations
4	Migrate configuration to testing environment	Perform unit tests	Configuration Workbook
5	Update configuration to fix issues identified during CRP sessions	Assist with tracking configuration	Key System Design Considerations finalized and documented with Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County

Deliverable 13: Security Matrix

Deliverable Number: #13

Name: Security Matrix

Phase: Phase II - Configure

Purpose:

Plan for and implement a system security strategy for the business applications. The strategy shall address application design and data access controls. The Security Matrix will continue the list of employees and the Security Roles to be granted to specific employees.

Scope:

Contractor will document the key security roles and associated access points within the application by guiding the County through reviewing security roles and privileges and mapping them to the appropriate groupings within the user community.

Format:

Microsoft Word/Microsoft Excel

Outline:

- List of Delivered Roles based on Project Scope
- Key Processes by Role
- Data Security Decisions
- List of known Security Roles
- Initial List of Users

Notes/Expectations:

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Evaluate Arlington County IT security standards, policies, and guidelines	Provide Contractor with all applicable Arlington County security standards, policies, and guidelines	Documentation review by Contractor
2	Analyze current system security designs as the starting point for Arlington County security.	Provide Contractor with all applicable Arlington County security plans	Documentation review by Contractor
4	Provide list of delivered known Security roles and descriptions from Oracle based on functional Scope and business processes.	Meet with Contractor to review the list of known Security roles, descriptions, and associated privileges.	Draft Security Matrix with known roles and Descriptions

<p>5 Update Security Matrix with the known Roles and initial list Project Team members and other employees included in the conversion prior to SIT.</p>	<p>Assist Contractor in updating the Security Matrix by providing initial assessment of the roles granted to specific employees.</p>	<p>Draft Security Matrix with known Roles, Employees and the initial assessment of the roles granted to specific employees.</p>
<p>6 Review initial Security Matrix with Arlington County and update as needed.</p>	<p>Assist Contractor by reviewing the initial Security Matrix and making recommendations for changes as needed.</p>	<p>Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County.</p>

Deliverable 14: Change Management Plan -

Deliverable Number: #14

Name: Change Management Plan

Phase: Phase II - Configure

Purpose:

The Change Management Plan will outline the major business changes related to the system and the transition activities that are key to the County for user readiness.

Scope:

The Organizational Readiness Lead will document these key activities for change management and communications for the project.

- Change Management Plan
 - High-Level Stakeholder Group Identification
 - High-level Future State Business Process Changes Identification
 - **Identification of Business Process Change Impacts key notes and impacted User Groups**
 - Communications Plan to drive awareness and adoption of new and impacted business processes for the impacted user groups
 - Potential Resistance Mitigation Strategies

Format:

Microsoft Word

Outline:

- Executive Summary
- Purpose and Scope of Document
- Detailed Approach for Organizational Change Management elements
- Suggested Next Steps

Notes/Expectations:

The Change Management Team will work with the functional teams to identify the key business process impacts and impacted user groups. For the impacted business processes, key communications will be developed to support the group’s readiness.

Arlington County/Vendor Role:

<p>Description of Work Contractor Tasks</p>	<p>Arlington County Responsibilities</p>	<p>Work Products</p>
<p>1 Delivery of OR Overview Work Session Presentation</p>	<p>Participation in presentation</p>	<p>Organizational Change Management Presentation in PowerPoint delivered by</p>

			Contractor with Deliverable and Milestone Acceptance Certificate submitted to Arlington County by Contractor
2	Development of Change Management Plan deliverable materials	Participation in assessments presentations	Change and Communications Plan Deliverable in Word with summary presentation in PowerPoint
3	Development of Communication Plan	Document and send out communication campaign details	Communication Plan

Deliverable 15: Report Specifications

Deliverable Number: #15

Name: Report Specifications **Phase:** Phase II - Configure

Purpose:
Create detailed specification documentation of any development objects created or modified for reports that are in scope for the project.

Scope:
The Contractor shall review the Critical Reports tab in Exhibit G and define which Oracle seeded report the County can use that provides similar info. If no seeded report is available, the Contractor shall identify that it is a report that will need to be developed by the County or the Contractor. The County needs analysis of all the Critical Reports listed even though the Contractor will develop only a subset of the Critical Reports.

The functional and technical team creates the corresponding specifications document. These specifications provide details on the reports to be developed. These specifications are critical for reference during future development.

Format:
Microsoft Word

- Outline:**
- Functional Requirements
 - Development Object Requirements
 - Development Logic Requirements
 - Technical Design Layout
 - Associated mappings (if required)

Notes/Expectations:

Arlington County/Vendor Role:			
	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Document Report Specification Mapping and Layout for Contractor Development	Document Report Specification Mapping and Layout for Arlington County Development	Updated Specifications (Reports) document

Deliverable 15.5: Development of Unit Tested Objects (conversions, interfaces, reports)

Deliverable Number: #15
Name: Development of Unit Tested Objects Phase: Phase II - Configure
Purpose: The development objects (conversions, interfaces, reports) will be completed, and unit tested based upon the approved specifications.
Scope: Based upon the mutually agreed to Requirements Traceability Matrix (initial); the conversions, interfaces, and reports will be developed, and unit tested.
Format: Microsoft Word
Outline: <ul style="list-style-type: none"> • Updated Specifications • Development Object List
Notes/Expectations:

Arlington County/Vendor Role:		
Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Develop and unit test the conversion program.	Review the development results and validate the converted data. Provide and maintain the crosswalk data.	Develop and unit test the data conversions.
2 Develop and unit test the interface programs.	Develop and unit test the 3 rd Party interface needs.	Develop and unit test the Oracle interfaces.
3 Development and unit test the report programs.	Review the report unit testing results.	Develop and unit test the reports.

Phase III – Validate

The purpose of the Validate phase is to prepare for and conduct an End-to-End review and verification of the new system inclusive of standard functionality workflows, conversion, integrations, and reports.

Activities during the Validate phase include the entry of any configuration changes in the Testing Environment and the validation of those values along with the testing of the conversion and cutover activities. The County and Contractor will be responsible for reviewing and testing the conversion run for accuracy and quality. The Team will test the conversion iterations and compare data in the legacy system to the converted data in Oracle Cloud Applications using a side-by-side comparison. The Contractor shall identify additional updates to the conversion scripts for successive conversion runs.

The end-to-end review conducted in the Validate phase is intended to validate the final configuration, which will be used to configure the Production Environment in the next phase. During the end-to-end review, a series of Test Validation Scripts are executed to validate the proper functioning of the software. The test cases should exercise Arlington County data that has been loaded to the Testing Environment to validate that the data has been loaded properly. The Contractor shall lead the System/Integration Testing with the County executing the test scripts. Prior to System/Integration testing and User Acceptance

Testing, the Contractor shall execute unit tests in the respective environments and provide test results to the County. The duration of System/Integration Testing is eight weeks for HCM and ERP and 2 weeks in duration for EPM. The County will own the development of testing scenarios. The Contractor shall own the development of test scripts. The duration of User Acceptance Testing is eight weeks for HCM and ERP and 1 week for EPM. The County will organize and lead all User Acceptance Testing activities with guidance from the Contractor. The Contractor shall lead the parallel payroll testing with assistance from the client, which will be executed during the same period as the User Acceptance Testing. The parallel payroll testing will include 2 payroll period processing and review of results.

To assist the County with post implementation quarterly update testing, the Contractor shall document and record the automated testing scripts and requirements that will be utilized and maintained by the County post go-live. The Contractor and the County will mutually agree on a subset of the User Acceptance Testing Test Scripts that will be recorded within the automated testing tool. The recorded automated test scripts will be included with Deliverable 19 – Test Scripts and Test Scenarios for User Acceptance Testing.

Phase III Tasks, Deliverables, & Activities

Phase III Tasks, Deliverables, & Activities highlights the roles and responsibilities of the parties during the Validate phase of the project.

Deliverable 16: Test Scripts and Test Scenarios for System Integration Testing

Deliverable/Milestone Number: #16

Name: Test Scripts and Test Scenarios for System Integration Testing **Phase:** Phase III – Validate

Purpose:

System/Integration testing validates that all processes are tested in sequence and data flows from one business process into the next as expected. Simple conditions are tested first, followed by increasingly complex conditions until all inputs, processes, and outputs have been thoroughly tested. These tests validate that the system and the test documents are ready for acceptance testing.

Scope:

Outlines the steps and navigation of specific business processes that indicate the test data that should be entered into the system during unit testing.

Format:

Microsoft Word

Outline:

- Test Environment
- Testing Participants
- Testing Procedures
- Special Security Considerations
- Test Scripts
- Test Scenarios

Notes/Expectations: System Integration Testing is not complete until all prerequisites are satisfied. Prerequisites include the completion and acceptance of all Phase I and Phase II deliverables, Specifications (Conversions, Integrations), and System Integration Testing related test scenarios and scripts. Any exceptions to starting System Integration Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Provide overview of Test Scenarios and review Arlington County's Test Scenarios for inclusion in Test Scripts	Develop Test Scenarios and provide to Contractor to be included in creation of Test Scripts	Test Scenarios applicable to County users on problems or situations that may encounter
2 Create Test Scripts	Review and provide feedback on Test Scripts provided by Contractor.	Initial Test Scripts templates provided by Contractor for review in MS Excel
3 Develop process steps and navigation steps for each test script.	Review and provide feedback on process steps and navigation steps for each test script provided by Contractor.	Process steps and navigation steps for each Test Script updated in templates
4 Identify sequence and dependency information for each Test Script	Review and provide feedback on sequence and dependency information for each Test Script provided by Contractor.	Sequence and dependency information for each Test Script updated in templates
5 Identify Test Scripts applicable to each Test Scenarios	Verify that all Test Scenarios have relevant Test Scripts identified for them.	Test Scripts applicable to each scenario finalized and updated to MS Excel with Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County at the entrance of System Integration Testing

Deliverable 17: Production Support Plan

Deliverable Number: #17

Name: Production Support Plan

Phase: Phase III - Validate

Purpose:

Outlines the roles and responsibilities that will need to be filled to ensure that the County is able to maintain the system on a go-forward basis. Addresses the transition to the new system including transition from familiar to unfamiliar terms, forms, user interfaces, processes, and the ongoing operation of the new system.

Scope:

The Production Support plan will determine how the system will be supported after go-live. This plan will include how many consultants, how those resources will handle issues, and where they will be located.

Format:

Microsoft Word

Outline:

- Overview
- Roles and Responsibilities Post-Implementation
- Change Control Methodology
- Incident and Resolution Management
- Updates Process
- Internal Training Strategy for Organization Users

Notes/Expectations:

Arlington County/Vendor Role:		
Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Verify accuracy and effectiveness of system operation during System Integration Testing while drafting Production Support Plan.	Arlington County reviews the system with the support of Contractor for System Integration Testing of each business process	Production Support Plan drafted by Contractor in MS Word
2 Provide guidance to Arlington County support staff and Business Owner Departments on system operation, business processes.	Provide on-site Arlington County technical and User support staff for System Integration Testing and User Acceptance Testing.	Updated draft of Production Support Plan in MS Word
3 Review meeting conducted to finalize Production Support Plan including the help desk and system operations such that the County is prepared to assume responsibility on status of system stability and support effectiveness.	Review and provide feedback on Production Support Plan Assist Contractor with the following tasks: <ul style="list-style-type: none"> ▪ Problem determination and analysis. ▪ Problem correction or submission to Software Vendor problem resolution process. ▪ Problem fix implementation and testing. 	Final Production Support Plan in Word provided with Deliverable and Milestone Acceptance Certificate from Contractor to Arlington County

Deliverable 18: End User Training Strategy**Deliverable Number: #18****Name:** End User Training Strategy**Phase:** Phase III - Validate**Purpose:**

Provide details on the End User Training campaign including curriculum, training session groups, and approach for each end user training session.

Scope:

The End User Training Strategy will provide details on the planning and execution of the End User Training materials development and delivery. End user training sessions will be scheduled as well as all courses defined, and participants identified.

Format:

Microsoft Word

Outline:

- Overall End User Training Plan
- Training Materials Approach for each course
- End User Training Delivery Modes (classroom training, online webinars, etc.)
- Initial List of Curriculum Courses
- Client Training Resources, including the instructors and resources they can call upon

- Training facilities (as needed)
- High-level Training schedule and enrollment

Notes/Expectations:

Arlington County/Vendor Role:			
	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Develop Training Approach, including Mode, for all modules	Assist in defining training approach	Training Approach updated to End User Training Strategy template by Contractor
2	Define Training Audience for each module	Assist in defining training audiences	Training Audience updated to End User Training Strategy
3	Assist in defining training facilities	Identify and Reserve Training Facilities – Training Rooms	Training Facilities updated to End User Training Strategy
4	Define Training Curriculum	Assist in defining training curriculum	Training Curriculum updated to End User Training Strategy
5	Define Training Environment Requirements	Assist in defining training environment	Training Environment expectations updates to End User Training Strategy

Deliverable 19: Test Scripts and Test Scenarios for User Acceptance Testing**Deliverable/Milestone Number: #19**

Name: Test Scripts and Test Scenarios for User Acceptance Testing **Phase:** Phase III – Validate

Purpose:

During acceptance testing, functional users execute all application functions related to their business processes without any re-configurations to the system to allow for a true testing of the system as-is. Acceptance testing confirms the system meets business requirements and verifies that the data and business processes for the Oracle Cloud system are complete, well understood, and well documented.

Scope:

Outlines the steps of specific business processes and indicate the test data that should be entered into the system during unit testing.

Format:

Microsoft Word

Outline:

- Test Environment
- Testing Participants
- Testing Procedures
- Test Strategy Guidelines
- Special Security Considerations
- Test Script Inventory
- Test Scripts

Notes/Expectations: User Acceptance Testing is not complete until all prerequisites are satisfied. Prerequisites include the completion and acceptance of all Phase I and Phase II deliverables, Technical Specifications, System Integration Testing, and User Acceptance Testing related test scenarios and test

scripts. Any exceptions to starting User Acceptance Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Create Test Scripts	Review and provide feedback on Test Scripts provided by Contractor.	Initial Test Scripts templates provided by Contractor for review in MS Excel
2 Develop process steps and navigation steps for each test script.	Review and provide feedback on process steps and navigation steps for each test script provided by Contractor.	Process steps and navigation steps for each Test Script updated in templates
3 Identify sequence and dependency information for each Test Script	Review and provide feedback on sequence and dependency information for each Test Script provided by Contractor.	Sequence and dependency information for each Test Script updated in templates
4 Identify Test Scripts applicable to each Test Scenario	Verify that all Test Scenarios have relevant Test Scripts identified for them.	Test Scripts applicable to each scenario finalized and updated to MS Excel with Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County at start of User Acceptance Testing
5 Observe, support, and assist in performing Test Scripts in Each Test Scenario during User Acceptance Testing	Primary responsibility for performing documented Test Scripts in each Test Scenario during User Acceptance Testing	Successful execution by the County of all Test Scripts in Each Test Scenario
6 Complete the Finalized Requirements Traceability Matrix with the reference to test scripts/scenarios for each requirement	Review and provide feedback on the cross reference of test scripts / scenarios for the requirements.	Cross reference the requirements matrix to the appropriate test script / scenario.
7 Document the list of test scripts / scenarios that will be recorded in the automated testing tool.	Review and approve the list of test scripts / scenarios that will be recorded in the automated	Document the mutually agreed to list of test scripts / scenarios to be recorded in the automated testing tool.

	testing tool.		Phase IV – Transition
8	Record the test scripts / scenarios in the automated testing tool.	Review the recorded automated test scripts.	The purpose of the Transition Phase is to prepare for system cutover, complete requisite training activities so end users and key staff are prepared to use and operate the new system and go-live with the new software

system for Production use given proper approvals from the County. This includes final version of all technical and functional specifications.

The Transition phase includes the finalization of the training. The Contractor shall deliver all end user training sessions. In addition, any Arlington County personnel who would like to assist in training end users will be welcomed and will be provided appropriate support and training to prepare them for their role in the training session (both “how to be an instructor” as well as any subject matter content related to the course). The Contractor shall provide Arlington County-specific updates to the Contractor provided library of training materials to make them client specific.

During the Transition Phase, a production cutover readiness assessment is made as a final checkpoint. The project team will conduct that readiness assessment with users and stakeholders to validate that the system is ready for production and has configurations migrated to production, data loaded into the production environment consistent with the conversion strategy, interfaces and reports executing consistent with plans, fully tested business processes that have achieved expected results, Exhibit F verified for completeness, and end-users trained consistent with the training strategy. The results of the readiness assessment will be outlined in a scorecard and will help County executives validate that the organization is ready for the transition and will help to reduce the risk of post-implementation issues.

The Transition Phase also serves to validate that Go-live criteria have been achieved as defined in earlier portions of the project. Any Go-live criteria exceptions will be documented and agreed upon in advance of Go-Live within an exception report.

Once the readiness assessment and Go-live criteria have been verified, inclusive of any Go-live exceptions, and documented within an exception report, the system will be ready for migration to Production consistent with the Cutover Plan. Go-live exceptions, inclusive of any known deficiencies taken into production, will be documented inclusive of resolution expectations during the post-implementation support phase.

The Go-Live Authorization means the County’s execution of the Certificate of Go-Live Authorization, which specifies the mutually agreed upon Go-Live Date and will be issued only upon the criteria outlined in the SOW System Acceptance section. The execution of the Cutover Plan will not occur absent the approval of the Certificate of Go-Live Authorization.

The Cutover Plan will identify a specific point in the County’s processing cycle when the migration to Production will take place. Once Arlington County executives have given approval to proceed through execution of the Go-Live Authorization, the cutover plan will be executed. The project team will validate the process and that the system is ready to begin Production. From there, the system will be released to the County’s end-users, and various Contractor personnel will transition into support. Arlington County

and the Contractor functional project team members will assist the user community and trouble-shoot any issues that may arise. Technical developers from the County and the Contractor will also be required to attend to any bug/fix issues found that were not identified by system testing.

“Go-Live” is defined as the point in time where the system actually begins operating for the County and is released for usage to all or part of the County’s user community.

Phase IV – Tasks, Deliverables, & Activities

Phase IV Tasks, Deliverables, & Activities highlights the roles and responsibilities of the parties during the Transition phase of the project.

Deliverable 20: Cutover Plan

Deliverable Number: #20		
Name: Cutover Plan	Phase: Phase IV - Validate	
Purpose: Includes all aspects of the project to be included in the cutover to production, including any dependencies, as well as estimated time for each task and task assignments. In addition, project management gathers team member contact information and confirms team member availability. A key component of the Cutover Plan includes having several application users access the system, navigate through heavily used pages, and submit select processes. This validates the integrity of the data and confirms the system is ready for the user community		
Scope: A critical component of a successful go-live is a well-tested cutover plan that defines timings and responsibilities. The project team develops the Cutover Plan, which is continually refined through testing until go-live. Also, as part of the Cutover Plan, users prepare a go-live checklist that defines “undocumented” configuration steps and the items to be tested after the final cutover to validate the system is working properly. The project team updates the Cutover Plan to confirm an extensive list of tasks for the final cutover to production.		
Format: Microsoft Word and/or Excel		
Outline:		
<ul style="list-style-type: none"> • Overview • Pre-Cutover Schedule • Cutover Schedule • Post-Cutover Schedule 		
Notes/Expectations: Timely execution of the implementation and support tasks will be required for the implementation to be completed with minimal down time for system users.		

Arlington County/Vendor Role:		
Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Develop the Production Cutover Plan to be used to track the status of all activities necessary to bring up production.	Review and assist Contractor in finalizing the detail implementation Production Cutover Plan that identifies all tasks needed to go live with the system in production.	Production Cutover Plan drafted by Contractor in MS Word/Excel and reviewed by Arlington County during User Acceptance testing

2	Review the Production Cutover Plan with the project team and finalize at the conclusion of User Acceptance Testing.	Participate in reviewing the Production Cutover Plan with the project team and finalize.	Final Production Cutover Plan including short interval schedule with Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County
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Deliverable 21: Training Materials

Deliverable/Milestone Number: #21

Name: Training Materials

Phase: Phase IV – Transition

Purpose:

The purpose of the Training Materials is to provide skill development documentation to the end users for the use of the new applications.

Scope:

- The Training Materials are developed during testing to support the user groups within the new Cloud application highlighting the County’s process and configuration decisions. Training programs and documents identified in the training plan deliverable are deployed to the County users. The training materials includes job aids and/or role-based participant guides, guided learning via process flows and tips within the Oracle Guided Learning platform (*15 guided learning assets are provided in the County’s software subscription), and training videos (for example, Teams recordings with audio for step-by-step-processes), especially for the self-service and other casual user transactions.
- This shall include detailed instruction documents for handling annual events like Payroll year end (w-2, 1099), year begin, Finance year end, Open Enrollment, Quarterly releases, ACFR etc.

Format:

Microsoft Word

Notes/Expectations:

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Provide training materials library	Review training material library	Training Materials in MS Word
2	Assist in updating training materials	Update Training Materials as system changes occur	Training Materials in MS Word
3	Assist with training evaluations	Develop training evaluation	Training Evaluations
4	Deliver End User Training Classes	Schedule End User Training Classes. Voluntarily Assist with some End User Training Delivery	End User Training sessions delivered by Contractor

Deliverable 22: Execute Cutover Plan and Go-Live Acceptance

Deliverable Number: #22

Name: Execute Cutover Plan and Go-Live Acceptance

Phase: Phase IV – Transition

Purpose:

The system becomes operational based on executive authorization that the system performs in accordance with the specifications contained in the Statement of Work.

Scope:

The final cutover to production is completed, including legacy data conversion and migration of production components. All team members must be available to finalize the tasks as outlined in the Cutover Plan. After the technical and functional cutover steps are complete, the County provides final go-live acceptance.

Format:

Microsoft Word

Outline:

- Go-live Acceptance Certificate

Notes/Expectations:

Arlington County/Vendor Role:

	Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1	Review the Production Cutover Plan with the project team at the conclusion of Cutover task completion.	Participate in reviewing the Production Cutover Plan and Cutover task status with the project team.	Final Production Cutover Plan tasks confirmed as completed
2	Submit Go-Live Acceptance	The Go-Live Acceptance certifies the County has reviewed and confirmed the completion of tasks identified in the Production Cutover Plan.	Arlington County provides Final Go-Live Acceptance with Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County

Phase V – Realization

The purpose of the Realization Phase is to provide support for the new system and user community and evaluate the initial usage of the applications.

During the Realization phase, the system is now in production and the teams are concentrating on production support services. In parallel, any exceptions carried forward from the Transition phase that were documented in the Go-Live Exception List are resolved. Key activities during the Realization phase are as follows:

- Production support – Contractor shall provide 4 months of production support after go-live.
- Go-Live Exception List – Contractor and the County will resolve Go-Live Exception list.
- On-Demand Post Implementation Support Services (Optimization Services) – Contractor will provide up to 200 hours of Support services to occur within 12 months after the initial go-live. These Support services may involve the development of new reports, new interfaces, additional training for new employees, etc. and will not relate to Punchlist items. The Contractor shall provide a monthly report of hours used.

For the period of four months from and including the date of Arlington County’s first use of Arlington County’s production environment, the parties will continue to meet weekly to review the implementation. The Contractor shall provide production support inclusive of Defect resolution, end user operating assistance, technical support, help desk support, and troubleshooting user errors during the four months of production support.

System processing of daily and monthly system functionality will have occurred by the end of the post-Production support period. Arlington County resources will increasingly take responsibility for resolving non-Critical deficiencies as part of the transition process of production support responsibilities from the Contractor to the County.

Any Critical deficiencies that remain at the end of the post-implementation support period for daily and monthly system functionality that are the responsibility of the Contractor shall be documented inclusive of any resolution expectations in a Punchlist, which will detail the issue, the resolution plan and status, and the roles and responsibilities between the Contractor and the County in resolving the Defect.

Phase V – Tasks, Deliverables, & Activities

Phase V Tasks, Deliverables, & Activities highlights the roles and responsibilities of the parties during the Realization phase of the project.

Deliverable 23: Post-Production Support

Deliverable Number: #23

Name: Post- Production Support

Phase: Phase V - Realization

Purpose:

Support first time business process and transaction execution such that end users are successfully performing their business processes using the newly implemented system. Document any identified issues and a plan to resolve the issues.

Scope:

During Post-Production support, the project team answers questions, supports users with transactions, and prepares the County for the ongoing operation and support of the system

Format:

Microsoft Word

Outline:

- Executive Summary
- Summary of the support activities by module area
- Issue Summary

Notes/Expectations:

Arlington County/Vendor Role:

Description of Work Contractor Tasks	Arlington County Responsibilities	Work Products
1 Support Arlington County with the processes in the system. Document issues that are encountered and a plan to resolve.	Lead the running of processes in the system. Lead the identification and resolution of issues encountered.	Production Support provided by Contractor to the County after each Rollout. Deliverable and Milestone Acceptance Certificate provided by Contractor to Arlington County

at the conclusion of Support
period

Milestone: [Project Governance and Management](#)

Deliverable Number: N/A

Name: Project Management

Phase: Monthly Implementation Milestone

Purpose:

Monthly fee to compensate Contractor for general management activities provided throughout the implementation project.

Scope:

Completion of Project Sponsorship, Director and Management activities consistent with Governance and Project Management Section of this SOW including:

- Project Schedule
- Project Status
- Staff Management
- Issue/Risk Management
- Deliverable Management
- Decision Management
- Change Order Management

Format:

Prescribed formats and tools agreed upon as part of the Governance process.

Outline:

- Not applicable

Notes/Expectations:

[Project Schedule](#)

The Contractor will create the Project Schedule within 30 calendar days from the contract execution date. The tasks and responsibilities for creating the Project Schedule are set forth in greater detail in Deliverable 3: Project Schedule. Once the County approves the project schedule, Contractor's Project Manager will edit and update as necessary as part of regularly scheduled project management meetings with the County's Project Manager. All project tasks will be assigned owners and due dates which correspond with the overall project schedule. Contractor shall incorporate tasks into the project schedule necessary for satisfying Eligible Functional Requirements. The County shall provide information on any tasks not associated with the Contractor implementation methodology for inclusion in the project schedule.

[Status Reports](#)

Working with the County, Contractor will prepare a weekly project status report throughout the project providing the following key elements:

- Project Status
- Summary of Accomplishments
- Status of Key Milestones and Deliverables
- Upcoming Tasks and Schedule
- Newly Identified Risks/Barriers
- Issues/Risks (including issues/risk that may impact project goals)
- Planned Risk Mitigation Strategy
- Summary of Change Requests if any

The Contractor's Project Manager shall also review project progress and status with the project leads and team members for both the Contractor and the County on a weekly basis.

Meetings

The County and the Contractor will participate in various meetings to review the progress of the project. The following table describes some, but not necessarily all, of the types of meetings that will be conducted, their frequency, and the proposed attendees. The schedule of these meetings may be adjusted and updated as necessary, by mutual agreement of the Parties, throughout the project. The Parties' Project Managers will closely monitor the number and effectiveness of meetings throughout the project, agreeing upon changes necessary to achieve appropriate productivity and accomplish project objectives.

Table 2. Meetings

Type of Meeting	Frequency	Arlington Attendees	County	Contractor Attendees
Kick-off	Once at the beginning of the project	Arlington Project, Arlington project team members, and other County employees	County's Manager, County's Arlington	Contractor's Director and Project Manager, Contractor's project team
Weekly Status Meeting	Weekly, on the workday, and at the time, mutually agreed upon by the Parties	Arlington Project core Arlington Project Members/other Arlington County employees	County Manager/ the Arlington County Team invited County	Project Manager/Project Team members (as necessary)
Broad Project Update Meetings	Quarterly or as needed	Arlington stakeholders from all departments (may be part of a larger Arlington County meeting)	County from all departments (may be part of a larger Arlington County meeting)	Project Manager/ Project Team members
Steering Committee Meetings	Bi-weekly or Monthly or as needed based on project demands mutually agreed upon by the Parties	Arlington Project Arlington project executives and project sponsors	County's Manager and County's project executives and project sponsors	Contractor's Director and Project Manager
Project Close-out	As scheduled in the Project Schedule, at completion of every phase of the project	Arlington Project Arlington project executives and project sponsors	County's Manager and County's project executives and project sponsors	Contractor's Director and Project Manager

Meeting Agendas

When possible, the Contractor personnel shall provide meeting agenda items to the Arlington County Project Manager at least five business days prior to any scheduled onsite or remote session/meeting.

Meeting Agendas shall include:

- Session Title
- Meeting Logistics (including Facilities/Tools/Equipment Requirements)
- Meeting Objectives
- Required Attendees
- Preparatory Tasks for the County (including, but not limited to eLearning and Documentation)
- Session Topics

For project status meetings, the Contractor's PM shall present and review project status report during the meeting and update the report with meeting minutes within 3 business days of the meeting. The status report shall include, at a minimum, reporting period's activities, status of new/changed risks, upcoming key milestones and plan for next reporting period. The status report shall be stored in a common area accessible to all team members (read-only except to PM)

For key SME meetings, the PM or Lead shall publish meeting minutes within 3 business days of the meeting.

Table 3. **Project Key Activities (Onsite for Contractor Consultants)**

Key Phase Activity	Onsite Trips (Estimate)	Contractor Attendees
Phase I – Calibrate, Kick-off	1 trip	Project Director, Project Manager, Change Management Lead
Phase I – Calibrate, Design Workshops	1 trip for functional consultants	Functional Architects, Technical Architect, Functional Consultants
Phase II – Configure, Conference Room Pilot 1 (CRP1)	1 trip for functional consultants	Project Manager, Functional Architects, Functional Consultants, Change Management Lead
Phase II – Configure, Conference Room Pilot 2 (CRP2)	1 trip for functional consultants	Project Manager, Functional Architects, Functional Consultants, Change Management Lead
Phase III – Validate, System/Integration Testing (SIT)	1-2 trips for functional consultants	Project Manager, Functional Consultants
Phase III – Validate, User Acceptance Testing (UAT)	1-2 trips for functional consultants	Project Manager, Functional Consultants

Key Phase Activity	Onsite Trips (Estimate)	Contractor Attendees
Phase IV – Transition, End User Training	Based upon Training Schedule / Plan	Change Management Lead, Trainers, Functional Consultants
Phase V – Realization, Production Support	1-2 trips for functional consultants	Project Manager, Functional Consultants

Onsite Activities

In Table 5, the key activities that would include an onsite presence of the Contractor throughout the project are outlined. The Contractor and County project managers would mutually coordinate the onsite schedules for the consultants. During the Contractor’s onsite visits, the County will coordinate their project team members to be onsite and facilities for the groups to collaborate together.

Risks and Issue Log

The County and the Contractor will maintain a list of risks and issues (within Contractor’s Jira, both open and closed) that have been identified for the project. Any project risks, disputes, or late tasks shall be identified on the Risks and Issues Log.

Upon identification of project issues, risks, and key project decisions both the Contractor and Arlington County team members are responsible for adding to the Risks and Issues Log. For each identified risk or issue, the following information will be captured:

- Risk / Issue Number
- Reported by/date
- Status (i.e., new, open, closed, pending)
- Module/Business Process
- Priority
- Risk / Issue
- Comments
- Findings
- Recommendations
- Resolution Assignment
- Date Tested
- Date Closed

The County and the Contractor Project Managers will review the Risks and Issues Log during project status meetings, or in individual meetings as needed. The Arlington County and the Contractor Project Managers will collaboratively assign a priority to each issue and identify the individual(s) responsible for facilitating its resolution.

The County and the Contractor Project Managers will review the Risks and Issues Log weekly. During the critical phases of the project, the County and the Contractor Project Managers will review the Risks and Issues Log on a daily basis. Issues and risks identified through the Risks and Issues Log will be resolved jointly by the Contractor and the County’s implementation team.

Deliverable/Milestone Acceptance Processes

The Contractor shall consult with appropriate Arlington County personnel regarding intermediate versions of Work Product and Deliverables and collaborate with appropriate Arlington County personnel on design decisions relating to the project. Final Deliverables will be submitted by the Contractor for approval to the County's Project Manager and the applicable Functional Leads. Similarly, the Contractor shall notify the County's Project Manager and executives when Milestones (which may involve the completion of specified deliverables) related to payment as listed in the Payment Schedule are ready to be submitted for acceptance. Upon the County's approval of any given payment-related milestone or deliverable, the Contractor shall submit an invoice to the County in accordance with the provisions of this SOW.

Deliverable/Milestone Approval

Arlington County will either approve or reject Deliverables and Milestones included in the Payment Schedule. Unless otherwise noted in the Acceptance criteria for a Deliverable or Milestone, the County will have five (5) business days ("Acceptance Period") to review and accept or reject submitted final Deliverables and Milestones. Deliverables and Milestones will be considered approved when authorized signatures are affixed by both the County and the Contractor to the Deliverable and Milestone Acceptance Certificate included in Appendix C of this SOW. If the County fails to accept or reject a Deliverable or Milestone within the Acceptance Period, the Contractor shall notify the County of its failure to respond. If the County does not respond within a total of ten business days from the date on which the Contractor presents the Deliverable and Milestone Acceptance Certificate, the County will be deemed to have accepted the Deliverable or Milestone. If the County does not approve the Deliverable or Milestone, it must provide consolidated written feedback to the Contractor regarding any deficiencies in the Deliverable or Milestone and modifications the County believes are necessary to remedy such deficiencies. The Contractor will then have five business days or as mutually agreed between the County and the Contractor to take corrective action on the Deliverable or Milestone and resubmit to the County for approval. Arlington County will not unreasonably withhold acceptance of a Deliverable or Milestone that has been materially corrected. If the Contractor disputes the County's assertion that a Deliverable or Milestone is deficient or has not been materially corrected, it will escalate the matter to the project management team and as necessary, pursue additional escalations in accordance with the dispute resolution provisions outlined in the Agreement.

System Acceptance

Go-Live Authorization

"Go-Live Authorization" means the County's execution of the Certificate of Go-Live Authorization, which specifies the mutually agreed upon Go-Live Date and will be issued only upon resolution of all Critical and Urgent Defects and a mutually agreed upon plan for resolution of non-Critical and non-Urgent Defects from User Acceptance Testing.

"Defect" means any failure of the delivered Services or component thereof to conform in any material respect with applicable functional requirements set forth in Appendix D or as mutually agreed in the Exhibit F during the project.

Defects found prior to Go-Live are categorized in the following table.

Table 4. Pre-Go-Live Defect Categorization

Defect Category	Description
Critical	Implementation cannot continue until the defect is resolved
Urgent	Implementation can continue but the defect must be resolved before go-live
Standard	Implementation can continue with a workaround not affecting go-live
Low	Implementation can continue, and defect has minimal impact not affecting go-live

The tasks and responsibilities for User Acceptance Testing are set forth in greater detail in Deliverable 14: Test Scripts and Test Cases for User Acceptance Testing. The Contractor shall present the County with the Certificate of Go-Live Authorization when Pre-Live Testing is complete. Arlington County will have five (5) business days to review and take action on the Certificate of Go-Live Authorization. If does not execute the Certificate of Go-Live Authorization, it must inform Contractor in writing of the deficiencies in the Go-Live Authorization Certificate within the five-day period. The Go-Live will not occur absent the execution of the Certificate of Go-Live Authorization. "Go-Live" is defined as the point in time where the system actually begins operating for Arlington County and is released for usage to all or part of the County's user community.

Go-Live Acceptance

"Go-Live Acceptance" means the County's execution of the Certificate of Go-Live Acceptance, which will be issued only upon resolution of all Critical and Urgent Defects (except any Critical and Urgent Defects the parties have agreed to resolve post Go-Live Acceptance) and a mutually agreed upon plan for resolution of non-Critical and non-Urgent Defects that remain one month after the Go-Live date. The Contractor shall then present the County with the Certificate of Go-Live Acceptance for review. This Certificate will not be presented earlier than one month after the Go-Live date. the County will have five business days ("Acceptance Period") to review and execute or reject the Certificate of Go-Live Acceptance. If the County does not execute the Certificate of Go-Live Acceptance, it must inform the Contractor in writing of the deficiencies in the Go-Live Acceptance Certificate within the Acceptance Period. If the County has not responded to the Certificate of Go-Live Acceptance within ten business days, the Certificate will be deemed executed.

Post-Production Support

For the period of four months from and including the date of the County's first use of the County's production environment, the parties will continue to meet weekly to review the implementation. The Contractor shall provide post-production support inclusive of Defect resolution, end user operating assistance, technical support, help desk support, and troubleshooting user errors during the four months of production support after each Rollout. The tasks and responsibilities for Production Support are set forth in greater detail in Deliverable 18: Post-Production Support.

For the avoidance of doubt, the Contractor shall remain obligated to resolve any Critical and Urgent Defects that were identified prior to the expiration of the four-month period after the Rollout provided in this section.

During the four months of post-production support after the Rollout, the County will have access to the following Contractor resources, as needed:

- Project Manager
- Financials Consultant
- Procurement Consultant
- Projects & Grants Lead Consultant
- Human Resources Consultant
- Payroll Consultant
- Time & Absence Consultant
- Technical Lead Consultant
- Planning and Budgeting Functional Consultant

It is expected that Arlington County resources will increasingly take responsibility for resolving non-critical deficiencies and growing self-sufficiency by providing the types of support listed above.

Defect Categories

Defects found during the post-production support period will be categorized and responded to as follows:

Table 5. Defect Categorization and Response Time

Defect Category	Description	Response Time
Critical	Preventing daily production functionality	Within 4 hours
Urgent	Preventing periodic production functionality	Within 1 business day
Standard	Impacting periodic production functionality, temporary business workaround available	Within 5 business days
Low	Impacting periodic production functionality, workaround is available	Within 10 business days

- The parties will jointly develop and maintain a Post Implementation Report summarizing identified Defects and expected remediation actions.
- Contractor will work in conjunction with County staff to resolve Defects as documented in the Post Implementation Report.
- Contractor will provide documentation and specification updates, as well as walkthroughs associated with Defect resolutions.

Security Access Requirements

Arlington County will provide the Contractor resources (who needs access to perform project work and have passed background check) remote access to Arlington County networks and Oracle environments. Arlington County will provide appropriate security access to the Contractor project personnel for all areas for which such access is required, for any given member of the Contractor's project team.

Engagement Assumptions

The Statement of Work is based on the following requirements and assumptions. Should any of these assumptions not hold true during the course of the project, the Contractor may escalate the matter to Arlington County management in accordance with the dispute resolution provisions of the Agreement.

The Contractor staff working on the project must be available to work during Arlington County business hours (8:00 am to 5:00 pm Eastern Time Zone) and follow the Arlington County Government Offices & Facilities Closing (holidays schedule) see Holiday Schedule – Official Website of Arlington County Virginia Government (arlingtonva.us).

Resources and Decision Making

1. The Contractor assumes that Arlington County resources will have the appropriate Arlington County subject matter expertise, be available as required, and be empowered to make decisions regarding the requirements, configuration, and operation of the system consistent with the resource requirements in this SOW.
2. Timely decision making by the County will be crucial to meeting the estimated time and costs in this SOW, as such, the County will make every reasonable effort to make critical decisions in a timely manner (within five business days or as mutually agreed between the Contractor and the County) so as not cause delays to the project schedule.
3. The County and the Contractor will implement the Project Governance and Management Structure as provided in the SOW and each assign a Business Sponsor and establish a joint project management team. The Contractor Project Director shall oversee all resources, deliverables, and commitments for which the Contractor shall validate appropriate collaboration across entities. The County Business Sponsor will actively advocate for and support this project and will oversee the resources and commitments of the County and validate the appropriate collaboration across entities. Arlington County responsibilities include the County staff, deliverables, commitments, communication of the project objectives, assignment of appropriate staffing to the project, and resolution of escalated issues. The County and the Contractor will both participate in the Steering Committee.
4. The County Project Manager will serve as the single point of contact for Arlington County correspondence related to the mechanics of the project deliverable approval process and decision-making process. Review and acceptance of Deliverables and Milestones will be performed by the County in a timely manner consistent with Milestone / Deliverable Approval section of this SOW so as not to cause delays to the project schedule. The Contractor and the County will share project management responsibilities.
5. The Contractor's Project Manager shall control the Contractor project team travel. The Contractor's project team is budgeted to be onsite an average of 20% with the exception of technical development resources who will be working 100% offsite.

Scope

Project scope will be as set forth in the Scope of Services to be Performed Section of this SOW.

1. The County will have the Oracle Cloud environments defined in this SOW procured (from Oracle or another party) and available at the project start and the environments will remain available throughout the project duration.
2. Arlington County approval of the Exhibit F as a Deliverable will be required prior to the start of full development and configuration activities for the implementation. A change of a substantial nature to the Exhibit F may increase the project schedule, scope, timeline, and personnel requirements. To the extent that such a change incurs actual additional costs to Contractor, such

as a project schedule extension or adding of additional staff such changes may be subject to the project Change Order Process and additional costs may apply.

3. If needed, the County will be responsible for verifying that User training complies with the Americans with Disabilities Act of 1990, as amended (“ADA”). Contractor will work with the County as a contributor and advisor to assist the County with meeting ADA requirements. This means that Contractor will not be responsible for ADA compliance with respect to the County’s facility; nor will Contractor have primary responsibility for ADA compliance with respect to training materials / documentation and training delivery. The issues for which Contractor will not be responsible include, but are not limited to, responsibility with respect to: (i) disabled classroom and bathroom access; (ii) Braille training and hard-copy documentation; (iii) Braille display or sight enhancement capabilities; and (iv) deaf or hard of hearing adaptation or assistive devices. (This paragraph only pertains to ADA compliance for end-user training. It does not pertain to ADA compliance with respect to implemented software accessibility, as to which Contractor assumes no responsibility.) The County will provide the necessary training facilities, along with the required training scheduling tools, for end-user training and train-the-trainer training. Additionally, the County will be responsible for producing any printed training materials for the Users.
4. Single Sign-On (SSO) setup and deployment is completed utilizing the County Microsoft Azure AD.
5. NOTE: The configuration should be based on requirements developed during the project.
6. Requirements fulfilled by Oracle Cloud Applications outside of the Scope of Services in this SOW are excluded from the implementation.

Schedule

1. Contractor cannot be held responsible for project delays beyond its control which are caused by the County, including but not limited to other Arlington County projects or any third parties. If Contractor incurs additional costs due to a project delay caused by the County or a third party, a change order may be required.
2. Contractor’s pricing for this SOW assumes a January 2023 project start date and the associated timeframes that are identified in this SOW. Any changes to major milestones or phases within the project schedule must be reviewed and approved by the County’s Steering Committee and Contractor.
3. Contractor and Arlington County Business Sponsors will jointly approve the start of System Integration Testing and User Acceptance Testing based on entrance criteria outlined in the mutually agreed to Testing Strategy as provided in the Configure Phase of this SOW.
4. The County Business Sponsors will approve the project go-live consistent with Go-Live Authorization provided in the Transition Phase of this SOW.

General

1. The County will accept leading public sector practices as supported by the standard delivered software functionality in support of meeting its core business requirements. Business justification and cost of deviations from standard delivered software functionality will be presented by Contractor to the Steering Committee for approval.
2. The County will provide Contractor and the County’s relevant team members with access to the County’s existing documentation so that the team members can review it before and during the project implementation. This includes, at a minimum, Business Process Documentation and Legacy System User Manuals.
3. Contractor is providing a variety of tools and templates from prior projects for use in accelerating the implementation process and reducing effort on this project. To build this library further, Contractor will have a right to use data extract scripts from the implementation, regardless of

who develops the extract scripts, for use on future Contractor delivered projects. The joint project team (Contractor and Arlington County) will utilize Contractor's Jira tool for managing the project tasks and activities for the project. The joint project team (Contractor and Arlington County) will utilize Contractor's Teams tool for managing project documents and related activities.

4. The County will adopt a common set of standardized business processes for all divisions/departments in scope. Arlington County stakeholders will be responsible for resolving conflicting requirements between Arlington County divisions/departments during the project in a timely manner. In the event that any non-standard Dept. business process needs to be supported, the impact of implementing such a non-standard process shall be analyzed and processed through the project Change control process.
5. The County has sole responsibility for the networking and telecommunications environment in supporting Oracle Cloud Applications. Contractor will not be responsible for project delays resulting from the networking and telecommunications environment.
6. The County will contract directly and separately for any software subscriptions, support services, and implementation services from third parties (such as ADP for tax filings, cashiering, benefits providers, banks).

EXHIBIT B
MILESTONE/DELIVERABLES/CONTRACT PRICING

Milestone #	Major Milestone Name/Description	Deliverable	Deliverable Est Year/Month	Est. Deliverable %	Payment Amount
1	Organizational Kickoff Agenda and Meeting	Deliverable	23-Jan	2.00%	\$ 112,652.74
		Monthly Totals	23-Jan	2.00%	\$ 112,652.74
2	Project Management Plan, Project Schedule	Deliverable	23-Feb	3.00%	\$ 168,979.11
		Monthly Totals	23-Feb	3.00%	\$ 168,979.11
4	Technical Strategy, Environment Strategy	Deliverable	23-Mar	5.00%	\$ 281,631.85
		Monthly Totals	23-Mar	5.00%	\$ 281,631.85
5	Conference Pilot 1 (CRP1)	Milestone	23-Apr	4.00%	\$ 225,305.48
30	<u>Optional Modules Analysis and Recommendation</u>	Milestone	23-Apr	2.00%	\$ 112,652.74
		Monthly Totals	23-Apr	6.00%	\$ 337,958.22
3	Requirements Traceability Matrix (Initial, ERP, HCM)	Deliverable	23-May	5.00%	\$ 281,631.85
		Monthly Totals	23-May	5.00%	\$ 281,631.85
6	Conference Pilot 2 (CRP2)	Milestone	23-Jun	5.00%	\$ 281,631.85
7	Key System Design Considerations (ERP, HCM)	Deliverable	23-Jun	2.00%	\$ 112,652.74
		Monthly Totals	23-Jun	7.00%	\$ 394,284.59
8	Change Management Plan	Deliverable	23-Jul	4.00%	\$ 225,305.48
		Monthly Totals	23-Jul	4.00%	\$ 225,305.48
9	Specifications – Conversions (ERP)	Deliverable	23-Aug	3.00%	\$ 168,979.11
11	Specifications - Conversions (HCM)	Deliverable	23-Aug	3.00%	\$ 168,979.11
		Monthly Totals	23-Aug	6.00%	\$ 337,958.22
13	Specifications – Interfaces (ERP)	Deliverable	23-Sep	2.00%	\$ 112,652.74
15	Specifications – Interfaces (HCM)	Deliverable	23-Sep	2.00%	\$ 112,652.74
23	End User Training Strategy	Deliverable	23-Sep	2.00%	\$ 112,652.74
		Monthly Totals	23-Sep	6.00%	\$ 337,958.22
10	Development and Unit Test – Conversions (ERP)	Deliverable	23-Oct	2.00%	\$ 112,652.74
12	Development and Unit Test - Conversions (HCM)	Deliverable	23-Oct	2.00%	\$ 112,652.74
20	Test Scripts and Test Scenarios for System Integration Testing (ERP, HCM)	Deliverable	23-Oct	3.00%	\$ 168,979.11
		Monthly Totals	23-Oct	7.00%	\$ 394,284.59
18	Specifications – Reports (ERP)	Deliverable	23-Nov	2.00%	\$ 112,652.74
19	Specifications – Reports (HCM)	Deliverable	23-Nov	2.00%	\$ 112,652.74
		Monthly Totals	23-Nov	4.00%	\$ 225,305.48
14	Development and Unit Test – Interfaces (ERP)	Deliverable	23-Dec	2.00%	\$ 112,652.74

16	Development and Unit Test – Interfaces (HCM)	Deliverable	23-Dec	2.00%	\$ 112,652.74
21	System / Integration Testing (ERP, HCM)	Milestone	23-Dec	4.00%	\$ 225,305.48
3	Requirements Traceability Matrix (Initial, EPM)	Deliverable	23-Dec	1.00%	\$ 56,326.37
		Monthly Totals	23-Dec	9.00%	\$ 506,937.33
22	Training material delivery (ERP, HCM)	Deliverable	24-Jan	3.00%	\$ 168,979.11
25	Test Scripts and Test Scenarios for User Acceptance Testing (ERP, HCM)	Deliverable	24-Jan	4.00%	\$ 225,305.48
18	Specifications – Conversions, Interfaces, Reports (EPM)	Deliverable	24-Jan	1.00%	\$ 56,326.37
		Monthly Totals	24-Jan	8.00%	\$ 450,610.96
17	Development and Unit Test – Reports delivered	Deliverable	24-Feb	5.00%	\$ 281,631.85
21	System / Integration Testing (EPM)	Milestone	24-Feb	1.00%	\$ 56,326.37
		Monthly Totals	24-Feb	6.00%	\$ 337,958.22
26	User Acceptance Testing, <u>Finalized Requirements Traceability Matrix, Automated Testing Tool (configured scripts)</u>	Milestone	24-Mar	5.00%	\$ 281,631.85
27	Finalized Cutover Plan	Deliverable	24-Mar	5.00%	\$ 281,631.85
22	Training material delivery (EPM)	Deliverable	24-Mar	1.00%	\$ 56,326.37
		Monthly Totals	24-Mar	11.00%	\$ 619,590.07
24	End User Training delivery	Milestone	24-Apr	1.00%	\$ 56,326.37
28	Go-Live Acceptance	Milestone	24-Apr	6.00%	\$ 337,958.22
		Monthly Totals	24-Apr	7.00%	\$ 394,284.59
	No Planned Deliverables		24-May	0.00%	\$ -
		Monthly Totals	24-May	0.00%	\$ -
29	Production Support (Months 1 and 2 from go-live date)	Milestone	24-Jun	4.00%	\$ 225,305.48
		Monthly Totals	24-Jun	4.00%	\$ 225,305.48
30	Production Support (Months 3 and 4 from go-live date)	Milestone	24-Aug	0.00%	\$ 150,000.00
		Monthly Totals	24-Aug	0.00%	\$ 150,000.00
	Totals		Cumulative Percentage	100%	\$ 5,782,637.00

OPTIONAL Implementation Services

The County will make the decision about the inclusion or exclusion of each of the following functional areas before moving to Configure-Build-Test phase.

Total Cost (Note 3)	
Recruiting and Onboarding (replacement of NeoGov)	\$201,135
Learning Management/Training (replacement of Taleo Learn)	\$131,876
Performance Management (replacement of current custom application)	\$131,876
Narrative Reporting for Budgeting and Accounting	\$47,438

(Note 3) Including Configure-Build-test; Deployment and Initial Support; Organizational Change Management and Training; and Governance and Project Management

Hourly Rates for Additional Work Requested

Any additional work requested by the County that falls outside the scope of this SOW will be billed at the rates outlined in the following table.

Contractor Change Order Rates

Contractor Team Role/Service	2023 Rate Per Hour
Project Management	\$200
Solution Architect for ERP (Financials), HCM, or EPM	\$185
Organizational Readiness Lead (Change Management and Training)	\$165
Training Development	\$125
Senior Functional Consultant	\$165
Associate Functional Consultant	\$125
Functional Consultant (Offshore)	\$60
Technical Architect	\$185
Technical Lead	\$165
Technical Developer (Onshore)	\$150
Technical Developer (Offshore)	\$50

EXHIBIT C
BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement is hereby entered into between Sierra-Cedar, LLC (hereafter referred to as "Business Associate") and the County Board of Arlington County, Virginia (hereafter referred to as "Covered Entity" or "County") (collectively "the parties") and is hereby made a part of any Underlying Agreement for goods or services involving the exchange of PHI (as defined below) entered into between the parties.

Recitals

The County provides services to its residents and employees which may cause it or others under its direction or control to serve as covered entities for purposes of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

The County, in its capacity as a covered entity, may provide Business Associate with certain information that may include Protected Health Information (PHI), so that Business Associate may perform its responsibilities pursuant to its Underlying Agreement(s) with and on behalf of County.

Covered Entity and Business Associate intend to protect the privacy of PHI and provide for the security of any electronic PHI received by Business Associate from Covered Entity, or created or received by Business Associate on behalf of Covered Entity in compliance with HIPAA; in compliance with regulations promulgated pursuant to HIPAA, at 45 CFR Parts 160 and Part 164; and in compliance with applicable provisions of the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009 (the "HITECH Act") and any applicable regulations and/or guidance issued by the U.S. Department of Health and Human Services ("DHHS") with respect to the HITECH Act (collectively "federal law").

WHEREAS, federal law and the specific regulations promulgated pursuant to HIPAA at 45 CFR § 164.314, 45 CFR § 164-502(e) and 45 CFR § 164.504(e) require a Covered Entity to enter into written agreements with all Business Associates (hereinafter "Business Associate Agreement");

WHEREAS, the parties desire to comply with HIPAA and desire to secure and protect such PHI from unauthorized disclosure;

THEREFORE, **Business Associate** and **Covered Entity**, intending to be legally bound, agree as follows. The obligations, responsibilities and definitions may be changed from time to time as determined by federal law and such changes are incorporated herein as if set forth in full text:

1) Definitions

The capitalized terms used in this Business Associate Agreement shall have the meaning set out below:

- a) **Accounting**. "Accounting" means a record of disclosures of protected health information made by the Business Associate.
- b) **Breach**. "Breach" has the meaning set forth at 45 CFR § 164.402, which generally means the acquisition, access, use, or disclosure of protected health information in a manner not permitted

by this Business Associate Agreement and/or by HIPAA, which compromises the security or privacy of the protected health information. For purposes of this Business Associate Agreement, any unauthorized acquisition, access, use, or disclosure of protected health information shall be presumed to be a breach.

- c) **Business Associate.** “Business Associate” means a person who creates, receives, maintains, or transmits protected health information on behalf of a Covered Entity to accomplish a task regulated by HIPAA and not as a member of the Covered Entity's workforce. A Business Associate shall include, but is not limited to, a non-workforce person/entity who performs data processing/analysis/transmission, billing, benefit management, quality assurance, legal, actuarial, accounting, administrative and/or financial services on behalf of the Covered Entity involving protected health information. A Business Associate also includes a subcontractor.
- d) **Covered Entity.** “Covered Entity” means a health plan, a health care clearinghouse, and/or a health care provider who transmits any health information in electronic form in connection with an activity regulated by HIPAA.
- e) **Data Aggregation.** "Data Aggregation" means, with respect to PHI created or received by Business Associate in its capacity as the Business Associate of Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- f) **Designated Record Set.** “Designated Record Set” means all records, including medical, enrollment, billing, payment, claims, and/or case management maintained by and/or for a Covered Entity.
- g) **Discovery.** "Discovery" shall mean the first day an unauthorized use or disclosure is known or reasonably should have been known by Business Associate, including when it is or should have been known by any person other than the person who engaged in the unauthorized use/disclosure who is an employee, officer, or agent of Business Associate.
- h) **Electronic Protected Health Information.** “Electronic Protected Health Information” means individually identifiable health information that is transmitted by or maintained in electronic media.
- i) **HIPAA.** “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 as in effect and/or as amended.
- j) **HITECH Act.** “HITECH Act” means the portions of the Health Information Technology for Economic and Clinical Health Act which serve as amendments to HIPAA. HITECH is included within the definition of HIPAA unless stated separately.
- k) **Individual.** “Individual” means the person who is the subject of protected health information and/or a person who would qualify as a personal representative of the person who is the subject of protected health information.

- l) **Protected Health Information.** "Protected Health Information" or "PHI" has the meaning set forth at 45 CFR § 160.103, which generally means individually identifiable health information transmitted and/or maintained in any form, subject to the exceptions set forth by such regulation.
- m) **Remuneration.** "Remuneration" means direct or indirect payment from or on behalf of a third party.
- n) **Required By Law.** "Required By Law" has the meaning set forth at 45 CFR § 164.103 and includes an activity which Business Associate is required to do or perform based on the provisions of state and/or federal law.
- o) **Secretary.** "Secretary" means the Secretary of the Department of Health and Human Services or the Secretary's designee.
- p) **Security Incident.** "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the system operations in an information system.
- q) **Underlying Agreement.** "Underlying Agreement" means the County contract for goods or services made through the County's procurement office which the parties have entered into and which the County has determined requires the execution of this Business Associate Agreement.
- r) **Unsecured Protected Health Information.** "Unsecured Protected Health Information" means protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology approved by the Secretary.

2) Obligations and Activities of Business Associate

- a) Business Associate acknowledges and agrees that it is obligated by law (or upon the effective date of any portion thereof shall be obligated) to meet the applicable provisions of HIPAA and such provisions are incorporated herein and made a part of this Business Associate Agreement. Covered Entity and Business Associate agree that any regulations and/or guidance issued by DHHS with respect to HIPAA that relate to the obligations of the business associate pursuant to its obligations in the Underlying Agreement shall be deemed incorporated into and made a part of this Business Associate Agreement.
- b) In accordance with 45 CFR §164.502(a)(3), Business Associate agrees not to use or disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law.
- c) Business Associate agrees to develop, implement, maintain and use appropriate administrative, technical, and physical safeguards that are designed to reasonably prevent the use or disclosure of PHI other than as provided for by this Business Associate Agreement, in accordance with 45 CFR §§164.306, 310 and 312. Business Associate agrees to develop, implement, maintain and use administrative, physical, and technical safeguards that are designed to reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic PHI, in accordance with 45 CFR §§164.306, 308, 310, and 312. In accordance with 45 CFR §164.316, Business Associate shall also develop and implement policies and procedures and meet the documentation requirements as and at such time as may be required by HIPAA.

- d) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate, of a use or disclosure of PHI by Business Associate in violation of the requirements of this Business Associate Agreement.
- e) In accordance with 45 CFR §§164.308, 314 and 502, Business Associate will use commercially reasonable efforts to require that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agree to the same restrictions and conditions that apply through this Business Associate Agreement to Business Associate with respect to such information, including minimum necessary limitations. Business Associate will use commercially reasonable efforts to require that any workforce member or agent, including a vendor or subcontractor, whom Business Associate engages to create, receive, maintain, or transmit PHI on Business Associate's behalf, agree to implement reasonable and appropriate safeguards designed to protect the confidentiality, integrity, and availability of the PHI.
- f) At the request of Covered Entity, Business Associate will provide Covered Entity, or as directed by Covered Entity, an Individual, access to PHI maintained in a Designated Record Set in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.524, and, where required by HIPAA, shall make such information available in an electronic format where directed by the Covered Entity.
- g) At the written request of Covered Entity, (or if so, directed by Covered Entity, at the written request of an Individual), Business Associate agrees to make any amendment to PHI in a Designated Record Set, in a time and manner that is sufficient to meet the requirements of 45 CFR § 164.526.
- h) In accordance with 45 CFR §164.504(e)(2), Business Associate agrees to make its internal practices, books, and records, including policies and procedures, and any PHI, relating to the use and disclosure of PHI, available to Covered Entity or to the Secretary for purposes of determining compliance with applicable law. To the extent permitted by law, said disclosures shall be held in confidence by the Covered Entity. Business Associate will provide such access in a time and manner that is sufficient to meet any applicable requirements of applicable law.
- i) Business Associate agrees to document and maintain a record of disclosures of PHI and information related to such disclosures, including the date, recipient and purpose of such disclosures, in a manner that is sufficient for Covered Entity or Business Associate to respond to a request by Covered Entity or an Individual for an Accounting of disclosures of PHI and in accordance with 45 CFR § 164.528. Business Associate further shall provide any additional information where required by HIPAA and any implementing regulations. Unless otherwise provided under HIPAA, Business Associate will maintain the Accounting with respect to each disclosure for at least six years following the date of the disclosure.
- j) Business Associate agrees to provide to Covered Entity upon written request, or, as directed by Covered Entity, to an Individual, an Accounting of disclosures in a time and manner that is sufficient to meet the requirements of HIPAA, in accordance with 45 CFR §164.528. In addition, where Business Associate is contacted directly by an Individual based upon information provided to the Individual by Covered Entity and where so required by HIPAA and/or any implementing regulations, Business Associate shall make such Accounting available directly to the Individual.

- k) In accordance with 45 CFR §164.502(b), Business Associate agrees to make reasonable efforts to limit use, disclosure, and/or requests for PHI to the minimum necessary to accomplish the intended purpose of the use, disclosure, or request. Where required by HIPAA, Business Associate shall determine (in its reasonable judgment) what constitutes the minimum necessary to accomplish the intended purpose of a disclosure.
- l) In accordance with 45 CFR §502(a)(5), Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual, except with the express written pre-approval of Covered Entity.
- m) To the extent Business Associate is to carry out one or more obligation(s) of the Covered Entity's under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n) In accordance with 45 CFR §164.314(a)(1)(i)(C), Business Associate agrees to promptly report to Covered Entity any Security Incident of which Business Associate becomes aware. The parties agree that this Section 2(n) satisfies any notices necessary by Business Associate to Covered Entity of the ongoing existence and occurrence of unsuccessful Security Incidents for which no additional notice to Covered Entity shall be required. For purposes of this Business Associate Agreement, such unsuccessful Security Incidents include, without limitation, activity such as pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denial of service and any combination of the above.
- o) In accordance with 45 CFR §164.410 and the provisions of this Business Associate Agreement, Business Associate will report to Covered Entity, following Discovery and without unreasonable delay, but in no event later than five business days following Discovery, any Breach of Unsecured Protected Health Information. Business Associate shall cooperate with Covered Entity in investigating the Breach and in meeting Covered Entity's obligations under HIPAA and any other applicable security breach notification laws, including, but not limited to, providing Covered Entity with such information in addition to Business Associate's report as Covered Entity may reasonably request, e.g., for purposes of Covered Entity making an assessment as to whether/what Breach Notification is required.

Business Associate's report under this subsection shall, to the extent available at the time the initial report is required, or as promptly thereafter as such information becomes available but no later than 30 days from discovery, include:

1. The identification (if known) of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, or disclosed during such Breach;
2. A description of the nature of the unauthorized acquisition, access, use, or disclosure, including the date of the Breach and the date of discovery of the Breach;
3. A description of the type of Unsecured PHI acquired, accessed, used or disclosed in the Breach (e.g., full name, Social Security number, date of birth, etc.);

4. The identity of the individual(s) who made and who received the unauthorized acquisition, access, use or disclosure;
 5. A description of what Business Associate is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches; and
 6. Contact information for Business Associate's representatives knowledgeable about the Breach.
- p) Business Associate shall maintain for a period of six years all information required to be reported under paragraph "o". This records retention requirement does not in any manner change the obligation to timely disclose all required information relating to a non-permitted acquisition, access, use or disclosure of Protected Health Information to the County Privacy Officer and the County Project Officer or designee five business days following Discovery.

3) Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Business Associate Agreement, Business Associate may use or disclose PHI, consistent with HIPAA, as follows:

- a) Business Associate may use or disclose PHI as necessary to perform functions, activities, or services to or on behalf of Covered Entity under any service agreement(s) with Covered Entity, including Data Aggregation services related to the health care operations of Covered Entity, if called for in the Underlying Agreement, if Business Associate's use or disclosure of PHI would not violate HIPAA if done by Covered Entity.
- b) Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- c) Business Associate may disclose PHI for the proper management and administration of Business Associate if:
 1. Disclosure is Required by Law;
 2. Business Associate obtains reasonable assurances from the person to whom the PHI is disclosed that the PHI will remain confidential, and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed, and the person agrees to promptly notify Business Associate of any known breaches of the PHI's confidentiality; or
 3. Disclosure is pursuant to an order of a Court or Agency having jurisdiction over said information.
- d) Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

4) Obligations of Covered Entity

- a) Covered Entity will notify Business Associate of any limitations on uses or disclosures described in its Notice of Privacy Practices (NOPP).

- b) Covered Entity will notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose PHI, to the extent that such changes or revocation may affect Business Associate's use or disclosure of PHI.
- c) Covered Entity will notify Business Associate of any restriction of the use or disclosure of PHI, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- d) Covered Entity will notify Business Associate of any alternative means or locations for receipt of communications by an Individual which must be accommodated or permitted by Covered Entity, to the extent that such alternative means or locations may affect Business Associate's use or disclosure of PHI.
- e) Except as otherwise provided in this Business Associate Agreement, Covered Entity will not ask Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA if such use and/or disclosure was made by Covered Entity.

5) Term, Termination and Breach

- a) This Business Associate Agreement is effective when fully executed and will terminate when all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, including any material provided to subcontractors. If it is infeasible to return or destroy all PHI, protections are extended to such information, in accordance with the Section 5(d) and 5(e) below.
- b) Upon Covered Entity's determination that Business Associate has committed a violation or material breach of this Business Associate Agreement, and in Covered Entity's sole discretion, Covered Entity may take any one or more of the following steps:
 - 1. Provide an opportunity for Business Associate to cure the breach or end the violation, and if Business Associate does not cure the Breach or end the violation within a reasonable time specified by Covered Entity, terminate this Business Associate Agreement;
 - 2. Immediately terminate this Business Associate Agreement if Business Associate has committed a material breach of this Business Associate Agreement and cure of the material breach is not feasible; or,
 - 3. If neither termination nor cure is feasible, elect to continue this Business Associate Agreement and report the violation or material breach to the Secretary.
- c) If Business Associate believes Covered Entity has failed to fulfill any of its duties under this Business Associate Agreement, Business Associate will promptly notify Covered Entity as to same and Covered Entity shall promptly address the matter with Business Associate.
- d) Except as provided in Section 5(e) upon termination of this Business Associate Agreement for any reason, Business Associate will return or destroy, at the discretion of Covered Entity, all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision will also apply to PHI that is in the possession of workforce members, subcontractors, or agents of Business Associate. Neither Business Associate, nor any workforce

member, subcontractor, or agent of Business Associate, will retain copies of the PHI, except as provided in Section 5(e).

- e) If Business Associate determines that returning or destroying all or part of the PHI received or created by and/or on behalf of Covered Entity is not feasible, Business Associate will notify Covered Entity of the circumstances making return or destruction infeasible, then Business Associate will extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. Business Associate further agrees to retain the minimum necessary PHI to accomplish those tasks/responsibilities which make return and/or destruction infeasible.

6) Miscellaneous

- a) Covered Entity and Business Associate agree to take any action necessary to amend this Business Associate Agreement from time to time as may be necessary for Covered Entity or Business Associate to comply with the requirements of HIPAA, and/or any other implementing regulations or guidance.
- b) Notwithstanding the expiration or termination of this Business Associate Agreement or any Underlying Agreement, it is acknowledged and agreed that those rights and obligations of Business Associate which by their nature are intended to survive such expiration or termination shall survive, including, but not limited to, Sections 5(d) and 5(e) herein.
- c) In the event the terms of this Business Associate Agreement conflict with the terms of any other agreement between Covered Entity and Business Associate or the Underlying Agreement, then the terms of this Business Associate Agreement shall control.
- d) Notices and requests provided for under this Business Associate Agreement will be made in writing to Covered Entity, delivered by hand-delivery, overnight mail or first-class mail, postage prepaid at:

(1) Marcy Foster,
Arlington County Privacy Officer
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(2) MinhChau Corr
County Attorney
2100 Clarendon Blvd., Suite 511
Arlington, Virginia 22201

(3) County Project Officer
Manju Aravind
2100 Clarendon Boulevard, Suite 610
Arlington, Virginia 22201

Notice and requests provided for under this Business Associate Agreement will be made in writing in the manner described above to Business Associate at:

Sierra-Cedar, LLC
Attn: Brian Fees
1255 Alderman Drive
Alpharetta, Georgia 30005

- e) Covered Entity will have the right to inspect any records of Business Associate or to audit Business Associate, subject to any audit or inspection terms or conditions in the Underlying Agreement, to determine whether Business Associate is in compliance with the terms of this Business Associate Agreement. However, this provision does not create any obligation on the part of Covered Entity to conduct any inspection or audit.
- f) Nothing in this Business Associate Agreement shall be construed to create a partnership, joint venture, or other joint business relationship between the parties or any of their affiliates, or a relationship of employer and employee between the parties. Rather, it is the intention of the parties that Business Associate shall be an independent contractor.
- g) Nothing in this Business Associate Agreement provides or is intended to provide any benefit to any third party.
- h) The Business Associate will indemnify and hold harmless Arlington County, its elected officials, officers, directors, employees and/or agents from and against any employee, federal administrative action or third party claim or liability, including attorneys' fees and costs, arising out of or in connection with the Business Associate's violation (or alleged violation) and/or any violation and/or alleged violation by Business Associate's workforce, agent/s, or subcontractor/s of the terms of this Business Associate Agreement, federal law, HIPAA, the HITECH Act, and/or other implementing regulations or guidance or any associated audit or investigation.

The obligation to provide indemnification under this Business Associate Agreement shall be contingent upon the party seeking indemnification providing the indemnifying party with written notice of any claim for which indemnification is sought. Any limitation of liability provisions contained in the Underlying Agreement do not supersede, pre-empt, or nullify this provision or the Business Associate Agreement generally.

This indemnification shall survive the expiration or termination of this Business Associate Agreement or the Underlying Agreement.

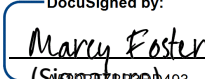
- i) Any ambiguity in this Business Associate Agreement shall be resolved to permit the parties to comply with HIPAA, its implementing regulations, and associated guidance. The sections, paragraphs, sentences, clauses and phrases of this Business Associate agreement are severable. If any phrase, clause, sentence, paragraph or section of this Business Associate Agreement is declared invalid by a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences and sections of this Business Associate Agreement.
- j) If any dispute or claim arises between the parties with respect to this Business Associate Agreement, the parties will make a good faith effort to resolve such matters informally, it being the intention of the parties to reasonably cooperate with each other in the performance of the obligations set forth in this Business Associate Agreement. The Dispute Resolution clause of the Underlying Agreement ultimately governs if good faith efforts are unsuccessful.

- k) A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy as to any subsequent events.
- l) Neither party may assign any of its rights or obligations under this Business Associate Agreement without the prior written consent of the other party.
- m) This Business Associate Agreement and the rights and obligations of the parties hereunder shall be construed, interpreted, and enforced with, and shall be governed by, the laws of the Commonwealth of Virginia and the United States of America.
- n) This Business Associate Agreement shall remain in effect for the duration of the Underlying Agreement between the parties, any renewals, extension or continuations thereof, and until such time as all PHI in the possession or control of the Business Associate has been returned to the Covered Entity and/or destroyed. If such return or destruction is not feasible, the Business Associate shall use such PHI only for such limited purposes that make such return or destruction not feasible, and the provision of this Business Associate Agreement shall survive with respect to such PHI.
- o) The Business Associate shall be deemed to be in violation of this Business Associate Agreement if it knew of, or with the exercise of reasonable diligence or oversight should have known of, a pattern of activity or practice of any subcontractor, subsidiary, affiliate, agent or workforce member that constitutes a material violation of that entity's obligations in regard to PHI unless the Business Associate took prompt and reasonable steps to cure the breach or end the violation, as applicable, and if such steps were unsuccessful, terminated the contract or arrangement with such entity, if feasible.
- p) Upon the enactment of any law or regulation affecting the use or disclosure of PHI, or any change in applicable federal law including revisions to HIPAA; upon publication of any decision of a court of the United States or of the Commonwealth of Virginia, relating to PHI or applicable federal law; upon the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of PHI disclosures or applicable federal law, the County reserves the right, upon written notice to the Business Associate, to amend this Business Associate Agreement as the County determines in good faith is necessary to comply with such change, law or regulation.
- q) Neither party makes any warranty or representation that compliance by the other party with this Business Associate Agreement, HIPAA, the HITECH Act, federal law or the regulations promulgated thereunder will be adequate or satisfactory for the other party's own purposes or to ensure its compliance with the above. Each party is solely responsible for all decisions made by it, its workforce members, agents, employees, subsidiaries and subcontractors regarding the safeguarding of PHI and compliance with federal law.
- r) The Business Associate agrees that its workforce members, agents, employees, subsidiaries and subcontractors shall be bound by the confidentiality requirements herein.
- s) This Business Associate Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

t) This Business Associate Agreement shall replace and supersede any prior Business Associate Agreement entered between the parties.

IN WITNESS WHEREOF, each party hereto has executed this Business Associate Agreement in duplicate originals on the date below written:

Arlington County, Virginia

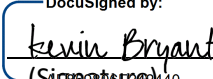
By: DocuSigned by:

(Signature) 493...

Name: Marcy Foster

Title: County Privacy Officer

Date: 1/30/2023

Business Associate

By: DocuSigned by:

(Signature) 440...

Name: Kevin Bryant

Title: GM - Public Sector

Date: 1/30/2023

EXHIBIT D
NONDISCLOSURE AND DATA SECURITY AGREEMENT
(CONTRACTOR)

The undersigned, an authorized agent of the Contractor and on behalf of Sierra-Cedar, LLC (“Contractor”), hereby agrees that the Contractor will hold County-provided information, documents, data, images, records and the like confidential and use commercially reasonable efforts to secure and protect them against loss, misuse, alteration, destruction or disclosure. This includes, but is not limited to, the information of the County, its employees, contractors, residents, clients, patients, taxpayers and property as well as information that the County shares with the Contractor for testing, support, conversion or other services provided under Arlington County Agreement No. 23-DTS-RFP-201 (the “Project” or “Main Agreement”) or that may be accessed through other County-owned or -controlled databases (all of the above collectively referred to as “County Information” or “Information”).

In addition to the DATA SECURITY obligations set in the County Agreement, the Contractor agrees that it will maintain the privacy and security of County Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to County Information for any purpose or by anyone unless expressly authorized. This includes, but is not limited to, any County Information that in any manner describes, locates or indexes anything about an individual, including, but not limited to, his/her (“his”) Personal Health Information, treatment, disability, services eligibility, services provided, investigations, real or personal property holdings and his education, financial transactions, medical history, ancestry, religion, political ideology, criminal or employment record, social security number, tax status or payments, date of birth, address, phone number or anything that affords a basis for inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, or the record of his presence, registration, or membership in an organization or activity, or admission to an institution.

Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of County information (whether intentionally or by inadvertence, negligence or omission and whether verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Project. The Contractor acknowledges that any unauthorized use, dissemination or disclosure of County Information is prohibited and may also constitute a violation of Virginia or federal laws, subjecting it or its employees to civil and/or criminal penalties.

Contractor agrees that it will not divulge or otherwise intentionally facilitate the disclosure, dissemination or access to or by any unauthorized person, for any purpose, of any Information obtained directly, or indirectly, as a result of its work on the Project. The Contractor shall coordinate closely with the County Project Officer so that its authorization to its employees or approved subcontractors is appropriate and tightly controlled and will use commercially reasonable efforts to require such person/s to maintain the security and privacy of County Information and the integrity of County-networked resources.

Contractor agrees to take security measures designed to keep County Information secure; properly store such information in accordance with industry standard practices, and if stored is encrypted; and otherwise protect from retrieval or access by unauthorized persons or for unauthorized purposes. Any device or media on which County Information is stored, even temporarily, will have strict encryption, security, and access control. Any County Information that is accessible will not leave Contractor’s work site or the County’s physical facility, if the Contractor is working onsite, without written authorization of the County

Project Officer. If remote access or other media storage is authorized, the Contractor is responsible for the security of such storage device or paper files.

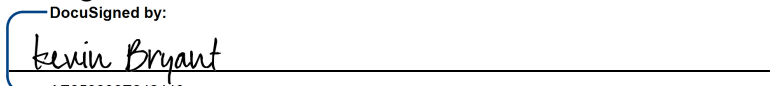
Contractor will use commercially reasonable efforts to secure those laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the County and connected to the County network, and to keep such devices free of all computer viruses and run the latest version of an industry-standard virus protection program. The Contractor will use commercially reasonable efforts to require all user accounts and passwords used by its employees or subcontractors to be robust, protected and not shared. The Contractor will not download any County Information except as agreed to by the parties and then only onto a County-approved device. The Contractor understands that downloading onto a personally owned device or service, such as personal e-mail, Dropbox, etc., is prohibited.

Contractor agrees that it will notify the County Project Officer immediately within 48 hours upon discovery or becoming aware or suspicious of any unauthorized disclosure of County Information, security breach, hacking or other breach of this agreement, the County's or Contractor's security policies, or any other breach of Project protocols concerning data security or County Information. The Contractor will fully cooperate with the County to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees to promptly notify others of a suspected or actual breach if requested

The Contractor agrees that all duties and obligations enumerated in this Agreement also extend to its employees, agents or subcontractors who are given access to County information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by the Contractor. The Contractor agrees that it shall take all reasonable measures to its employees, agents and subcontractors are aware of and abide by the terms and conditions of this agreement and related data security provisions in the Main Agreement.

It is the intent of this *NonDisclosure and Data Security Agreement* to require compliance with all applicable local, state, and federal laws or regulatory requirements. Therefore, to the extent that this *NonDisclosure and Data Security Agreement* conflicts with the Main Agreement or with any applicable local, state, or federal law, regulation or provision, the more stringent requirement, law, regulation, or provision controls.

At the conclusion of the Project, the Contractor agrees to return all County Information to the County Project Officer. These obligations remain in full force and effect throughout the Project and shall survive any termination of the Main Agreement.

Authorized Signature:  _____
DocuSigned by: AE859806E242440...

Printed Name and Title: Kevin Bryant GM - Public Sector

Date: 1/30/2023

EXHIBIT E

ARLINGTON COUNTY GOVERNMENT Contractor Performance Evaluation Form

Contractor Name: _____ Contract No.: _____

Date: _____ Project/Contract Name: _____

Interim Evaluation Final Evaluation

Scope of Work/Services Provided:

Contract Start Date: ____/____/____ Contract End Date: ____/____/____ Actual Completion Date: ____/____/____

Please rate the effectiveness of the Contractor's performance on the Contract/Project across the following dimensions:

Evaluation Criteria: Unacceptable Poor Satisfactory Excellent

Written comments to explain assigned ratings are required for any performance ratings below "satisfactory" or an "excellent" in any category.

Evaluation Questions

1. Quality of Workmanship

Rate the quality of the Contractor's workmanship. Were there quality-related or workmanship problems on the Contract? Was the Contractor responsive to remedial work required?

Unacceptable Poor Satisfactory Excellent N/A

2. Problem Solving and Decision Making

Rate the Contractor's ability to provide effective and creative problem solving, coordination and fair decision making on Contract/Project.

Unacceptable Poor Satisfactory Excellent N/A

3. Project Schedule

Rate the Contractor's performance with regard to adhering to contract schedules. Did the Contractor meet the contract schedule, or the schedule as revised by approved change orders? If not was the delay attributable to the Contractor?

Unacceptable Poor Satisfactory Excellent N/A

4. Subcontractor Management

Rate the Contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate the Contractor's overall project management). Was the Contractor able to effectively resolve problems?

Unacceptable Poor Satisfactory Excellent N/A

5. Safety

Rate the Contractor's safety procedures on this Contract/Project? Were there any OSHA violations or serious safety accidents?

Unacceptable Poor Satisfactory Excellent N/A

6. Environmental Compliance

Did the Contractor comply with local, state, and federal environmental standards in the performance of the Contract? Did the Contractor comply in good faith with local erosion and sedimentation control requirements and/or any Stormwater Pollution Prevention Plan?

Unacceptable Poor Satisfactory Excellent N/A

7. Change Orders

Did the Contractor unreasonably claim change orders or extras? Were the Contractor's prices on change orders and extra work reasonable?

Unacceptable Poor Satisfactory Excellent N/A

8. Paperwork Processing

Rate this Contractor's performance in completing and submitting required project paperwork (i.e. change orders, submittal, drawings, invoices, workforce reports, etc.) Did the Contractor submit the required paperwork promptly and in proper form?

Unacceptable Poor Satisfactory Excellent N/A

9. Supervisory Personnel

Rate the general performance of this Contractor's supervisory personnel. Did they have the knowledge, management skills and experience to run a project of this size and scope?

Unacceptable Poor Satisfactory Excellent N/A

10. Expertise, Knowledge and Experience

Rate this Contractor's personnel. Were they dedicated, experienced and qualified for the duration of project.

Unacceptable Poor Satisfactory Excellent N/A

11. Project/Contract Closeout

Rate the Contractor's performance on timeliness and quality of closeout deliverables such as As-Built Drawings, Operation and Maintenance Manuals, and training. Did the Contractor complete the tasks or Project on schedule; was the punch list completed within the allotted time?

Unacceptable Poor Satisfactory Excellent N/A

12. Level of Overall Performance

Unacceptable Poor Satisfactory Excellent N/A

Based on these comments, would you recommend this Contractor for comparable work in the future?

Yes No

Please provide any comments regarding the Contractor's performance or the quality of its work. The Contractor can also provide any comments or clarification on the evaluation in the box below.

(Project Officer or Contractor, use additional sheets, if Necessary):

Signatures and Certifications:

1. The information contained in this evaluation form represents, to the best of my knowledge, a true and accurate analysis of the Contractor's performance record on this Contract; and,
2. The contents on the evaluation form and the ratings were not negotiated with the Contractor or its representative for any reason.

Evaluator's/Project Officer (PjO) Signature: _____ Date: _____

Evaluator's (PjO) Printed Name _____ Evaluator's Title: _____

Contractor's signature below acknowledges receipt and the opportunity to respond:

Contractor Signature: _____ Date: _____

Contractor Printed Name: _____ Title _____

EVALUATION RATINGS DEFINITIONS

Rating	Definition	Notes
Excellent	Performance meets contractual requirements and exceeds many to the County's benefit. The contractual performance of the element or sub-element being evaluated was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.	To justify an Exceptional rating, identify multiple significant events and state how they were of benefit to the County. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also, there should have been NO significant weaknesses identified.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.	To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract/order. There should have been NO significant weaknesses identified. A fundamental principle of assigning ratings is that contractors will not be evaluated with a rating lower than Satisfactory solely for not performing beyond the requirements of the contract/order.
Poor	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being evaluated reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	To justify poor performance, identify a significant event in each category that the contractor had trouble overcoming and state how it impacted the County. A poor rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g., management, quality, safety, or environmental deficiency report or letter).

Unacceptable	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.	To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the County. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., management, quality, safety, or environmental deficiency reports, or letters).
Not Applicable (N/A)	N/A (not applicable) should be used if the ratings are not going to be applied to a particular area for evaluation.	

END