



Agreement

Contract Title: Enterprise Resource Planning (ERP) System Upgrade

This Contract **41FY23** is made and entered into this 09 day of September, 2023, the date the Agreement is fully executed by the Procurement Director/Procurement Agent, by and between Arlington County School Board, operating as Arlington Public Schools (“APS” or “Owner”) and Sierra-Cedar, LLC (“Contractor”), whose address is: 1255 Alderman Drive, Alpharetta, GA 30005.

In consideration of the mutual stipulations, agreements and covenants contained herein, the parties hereby agree as follows:

1. Scope of Work:

Contractor agrees to perform the services described in the Contract Documents as its responsibility, as further described in the applicable Statement of Work (hereinafter the “Work”). Contractor and APS shall each perform their respective obligations as set forth in the applicable Statement of Work. Any subcontractors hired by Contractor to perform Contractor obligations pursuant to a Statement of Work shall be bound to perform such obligations as if such obligations were being performed by Contractor, and Contractor shall be liable for the actions of such subcontractors while performing Work pursuant to this Agreement as if such actions were the actions of Contractor’s employees. In addition, Contractor shall provide sufficient, qualified, knowledgeable personnel capable of performing Contractor’s obligations as set forth in the applicable Statement of Work. Similarly, APS shall provide sufficient, qualified, knowledgeable personnel capable of: (i) performing APS’s obligations under the applicable Statement of Work.

2. Contract Term

The Contract Term of this Contract shall commence on the date the Contract is fully executed by the Procurement Director/Procurement Agent and expiring on June 30, 2026 (“Contract Term”), unless otherwise stated as provided in the Contract Documents.

Unless directed otherwise by APS, any Work in progress at the time of expiration of a Contract term may continue and be completed under the terms of the Contract in existence at the time the Purchase Order for the Work was issued, but must be completed no later than six (6) months following expiration of the Contract term in which the Purchase Order was issued.

3. Contract Price:

APS will pay the Contractor in accordance with the terms of the Payment section below and of Attachment B for the Contractor's completion of the Work as required by the Contract Documents. The Contractor will complete the Work for the total amount specified in this section (“Contract Amount”).

4. **Contract Amount:**

Except as otherwise modified pursuant to Section 6 Contract Terms and Conditions, APS will pay the Contractor in accordance with the firm fixed price(s) shown in Attachment B – Fee Schedule.” The firm fixed price shall include all of the Contractor’s fees in performance of the Work under this Contract, including but not limited to, travel, overhead and profit. The firm fixed price(s) shall not be subject to change during the Contract Term, except as mutually agreed, in writing by the Parties, for the inclusion of Additional Services.

5. **Contract Documents**

The Contract consists of the following documents: all of which are incorporated into and are part of the Contract, and which, in the event of a conflict, shall be given precedence in the order listed, with any Amendment or Modification having precedence over preceding provisions. In the event of a conflict within a Contract Document at the same level of precedence, that provision requiring the higher quality of performance or quantity shall prevail. In the event of a conflict which is not resolved by the foregoing, the Owner shall determine the provision having precedence.

- 1 Agreement #41FY23 and all modifications properly incorporated into the Agreement.
- 2 Attachment A – Scope of Work
- 3 Attachment B – Pricing Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
- 5 Attachment D – Non-Disclosure and Data Security Agreements
- 6 Attachment E – Contract Terms and Conditions
- 7 Attachment F – Certificate(s) of Insurance
- 8 Attachment G – Sample Purchase Order
- 9 Attachment H – APS Finance and Management Services Requirements for Cloud
- 10 Attachment I – APS Human Resources Requirements for Cloud
- 11 Attachment J – Schedule B-1 APS-Finance and Management -Reports -Integrations - Customizations
- 12 Attachment K – Schedule B-2 APS- Human Resources -Reports - Integrations – Customizations

The following are incorporated by reference:

- 13 The Request for Proposal (RFP) documents, and
- 14 The Proposal Response from the Contractor

Where the terms and provisions of the Agreement vary from the terms and provisions of the other Contract Documents, the terms and provisions of the Agreement shall prevail over the other Contract Documents.

The Contract Documents set forth the entire Contract between APS and the Contractor. APS and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Contract which is not contained in the Contract Documents. The Contract Documents are referred to herein below as the “Contract.”

6. **Definitions**

All words and terms shall have the meanings and terms assigned to them in the Contract Documents, unless a different meaning is clear from the context.

7. **Right to Terminate Contract**

APS has the right to terminate this Contract for convenience at any time, or for default, all pursuant to the provisions of the Terms and Conditions.

8. **Payment Procedures:**

Payment is on a deliverable basis. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct invoice for such accepted Deliverables. The number of the Purchase Order shall appear on all invoices.

9. **Assignments**

This Contract is not assignable by Contractor without the express written consent of APS, and APS shall be under no obligation to grant such consent. Sale, assignment or transfer of a controlling interest in the Contractor shall be deemed an assignment for purposes of this provision and shall be grounds for termination of this Contract if consent of APS is not obtained. It is understood by APS that Contractor may use Subcontractors for performance of parts of the Work. However, it is expected that Contractor will be performing the Work, and subcontracting of all or substantially all of the Work under any Purchase Order shall be deemed an assignment subject to the restrictions of this Section.

10. **Notices**

Unless otherwise provided herein, all notices and other communications hereunder shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, or emailed addressed as follows:

To the Contractor: Kevin Bryant
Chief Operating Officer
Sierra-Cedar, LLC
1255 Alderman Drive
Alpharetta, GA 30005
contract.compliance@sierra-cedar.com

And

Dale Coggins
General Counsel
1255 Alderman Drive
Alpharetta, GA 30005
Dale.Coggins@Sierra-Cedar.com

To APS: Mr. Girish Rajput
Director, Enterprise Solutions
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
girish.rajput@apsva.us

And

David J. Webb, C.P.M.
Procurement Director / Procurement Agent
Arlington Public Schools
2110 Washington Blvd.
Arlington, Virginia 22204
david.webb@apsva.us

11. **Binding Agreement**

The Owner and the Contractor each binds itself, its successors and assigns to the other, its successors and assigns, in respect of all covenants, terms, conditions and obligations contained in each of the Contract Documents.

The Work shall be performed in accordance with the above-referenced Contract Documents and is the complete agreement between APS and the Contractor and may not be altered except by written amendment signed by APS and the Contractor in compliance with the requirements of the Contract Documents.

The signatures of APS and the Contractor, or their authorized representatives, are set out below in

acknowledgment and acceptance of this Contract.

IN WITNESS WHEREOF, APS and Contractor have executed this Agreement as of the date written above.

Acceptance:

Arlington Public Schools		Sierra-Cedar, LLC	
Authorized Signature:	<u>David J. Webb</u>	Authorized Signature:	<u>Dale Coggins</u>
Printed Name	<u>David J. Webb, C.P.M.</u>	Printed Name:	<u>Dale Coggins</u>
Title:	<u>Director/Procurement Agent</u>	Title:	<u>SVP</u>
Date:	<u>September 11, 2023</u>	Date:	<u>9.8.23</u>

Attachments:

- 1 Agreement #41FY23 and all modifications properly incorporated into the Agreement.
- 2 Attachment A – Scope of Work
- 3 Attachment B – Pricing Schedule
- 4 Attachment C – Contractor Certification Regarding Criminal Convictions
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Attachment A

Scope of Work

Purpose

This SOW documents the agreed-upon Services and Deliverables which will make up APS's Oracle Cloud Applications Implementation Project, and the respective rights, responsibilities, obligations, and expectations of the Parties regarding the performance of such Services and the provision of such Deliverables.

After execution of this SOW by duly authorized representatives of both APS and Sierra-Cedar, any changes or modifications to this SOW must follow the SOW Change Order process described in the Master Services Agreement. All approved and executed Change Orders will amend and update this SOW, and this SOW as amended by such Change Order will then form the new baseline upon which any future changes will be made. Any additional distinct Services to be delivered to APS would be defined in an additional, mutually agreeable SOW.

Scope of Services to be Performed.

Sierra-Cedar and APS will jointly implement the functional and technical requirements included in the Requirements Traceability Matrix (RTM) developed at the onset of the project and as mutually refined throughout the course of the implementation. The baseline RTM is provided as the requirements eligible for implementation in Appendix A to this SOW ("Requirements Eligible for Implementation"; which includes Attachment I - APS Human Resources Management Requirements for Cloud and Attachment H - APS Finance and Management Services Requirements). APS will accept leading public sector practices as supported by the standard delivered software functionality in support of meeting its core business requirements. Standard functionality delivered within the following modules is eligible for inclusion within the RTM.

Software Scope

Oracle indicates that the Oracle Cloud Application Modules listed below provide relevant functionality for the Appendix A Requirements Eligible for Implementation.

Oracle Cloud Applications

- Oracle Enterprise Resource Planning Cloud Service (ERP Cloud)
 - General Ledger
 - Accounts Payables
 - Accounts Receivables
 - Fixed Assets
 - Cash Management
 - Automated Invoice Processing
 - Purchasing
 - Self Service Procurement
 - Procurement Contracts
 - Supplier Portal
 - Project Financials, Contract Billing, and Grants Management
 - Expenses
 - Financial Reports Center
- Oracle Human Capital Management Cloud Service (HCM Cloud)

- Human Resources
- Benefits
- Payroll
- Time & Labor
- Absence Management (including Absence, Benefits)
- Goal and Performance Management
- Health and Safety Incidents
- Employee/Manager Self-Service
- Payroll
- Recruiting/Onboarding
- Oracle Enterprise Performance Management Cloud Service (EPM Cloud)
 - Planning & Budgeting
 - Narrative Reporting
- Oracle Supporting Technologies (PaaS)
 - Oracle Integration Cloud (OIC)
 - Autonomous Transaction Processing database

Organizational Scope

The organizational scope for the project includes the following entities: APS entities and any affiliated entities within the existing APS EBS system.

Data Conversions

APS and Sierra-Cedar 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 6: Technical Strategy. The primary tools leveraged will be File-Based Data Import and HCM Data Loader. APS and Sierra-Cedar will jointly complete the following data conversions: Vendor is responsible for conversions and APS will assist for data mappings. APS will document the crosswalks from legacy values to new values in Oracle Cloud. For any non-E-Business Suite data extracts that will be used in data conversions, APS will provide.

Attachment H & I Reference No.	Data Source	Data Type	Attachment H & I - Total Fiscal Years of Data to Convert (Master Records)	Sierra-Cedar Notes for the Conversion
1	Oracle General Ledger	Chart of Accounts	All	Only the current Chart of Accounts information will be converted to support General Ledger History.
2	Oracle General Ledger	Journal Transactions	3 +current	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	3+current	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	3 +current	Convert / Integrate the prior 3 years of operating, capital, and labor budgets to establish beginning balances based on actuals.
5	Oracle Accounts Payable	Active Vendor Profiles, Banks	3	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. 1099 balances (if needed) will be established via the invoice import process summarized by supplier and 1099 type.

Attachment H & I Reference No.	Data Source	Data Type	Attachment H & I - Total Fiscal Years of Data to Convert (Master Records)	Sierra-Cedar Notes for the Conversion
6	Oracle Procurement	Purchase Orders	3 +current	Partially or Fully Unpaid Purchase Orders. This will establish the Purchase Order encumbrance amounts once Create Accounting is run.
7	Oracle Accounts Payable	AP Invoices, Payments	3 +current	Only open, unpaid vouchers will be converted.
8	Oracle Expenses	P-Cards	3 +current	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.
9	Oracle Expenses	Expense Reports	3 +current	Historical and Current Expense reports will not be converted. Expense Reports would have a cutoff date and be processed in EBS right before cutover.
10	Oracle HIR	Employee Info, Address, Phone (includes < 1500 retirees for benefit processing)	3 +current	Convert workers and Retiree records who have had an active status within the last 12 months from the Go-Live date. Worker and Retiree records will include all historical records from hire through their current (“top of stack”) record. In order to accomplish this conversion and validation of data integrity for the supporting Structures for all worker history, Employee Assignment information (such as Job, Position, Salary Grade, Costing, Departments, Locations, Organizations, etc.) must be converted from Oracle e-Business Suite (EBS) into Oracle HCM without modifications.
11	Oracle HIR	Contacts	3 +current	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

Sierra-Cedar Notes for the Conversion				
Attachment H & I Reference No.	Data Source	Data Type	Attachment H & I - Total Fiscal Years of Data to Convert (Master Records)	
12	Oracle HR	Employee Assignment Info (Job, Position, Salary, Grade, Costing, W-4)	3 +current	Convert all Employee Assignment Information history for the active employees and Retiree population
13	Oracle Self Service	PaySlips, W2's viewable via SelfService	All	PaySlips and W2 data will not be converted
14	Oracle HR	Employee Payment Methods/Banks	3 +current	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	All Active in the last 3 + current	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	3+ Current	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 1st 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	3+ Current	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.
18	Oracle Advanced Benefits	Benefit Enrollments (Employee, Dependent)	3+ Current	Convert workers who have had an active status within the last 12 months from the Go-Live date plus retirees. Only current benefit enrollment data for those workers will be converted.
19	Oracle Advanced Benefits	Benefit Designations	3+ Current	Convert workers who have had an active status within the last 12 months from the Go-Live date plus retirees. Only current benefit enrollment data for those workers will be converted.

Sierra-Cedar Notes for the Conversion				
Attachment H & I Reference No.	Data Source	Data Type	Attachment H & I - Total Fiscal Years of Data to Convert (Master Records)	
20	Oracle HR	Organizations	3+ Current	To support an entire Worker historical conversion of EE Assignment data, all Organization structures that currently reside in EBS will be converted without alteration
21	Oracle HR	Locations	3+ Current	To support an entire Worker historical conversion of EE Assignment data, all Location data that currently reside in EBS will be converted without alteration
22	Oracle HR	Positions	3+ Current	To support an entire Worker historical conversion of EE Assignment data, all Positions that currently reside in EBS will be converted without alteration
23	Oracle HR	Jobs	3+ Current	To support an entire Worker historical conversion of EE Assignment data, all Jobs that currently reside in EBS will be converted without alteration
24	Oracle HR	Grades	3+ Current	To support an entire Worker historical conversion of EE Assignment data, all Grades that currently reside in EBS will be converted without alteration
N/A	Oracle General Ledger	Adopted Budget for Expenditures (Current Year)	N/A	Establishes budgetary control for Oracle ERP Cloud.
N/A	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.
N/A	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.

Attachment H & I Reference No.	Data Source	Data Type	Attachment H & I - Total Fiscal Years of Data to Convert (Master Records)	Sierra-Cedar Notes for the Conversion
N/A	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.
N/A	Oracle Fixed Assets	Assets	N/A	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).
N/A	Oracle Accounts Receivable	Active Customers	N/A	Inclusive of customers and contacts defined as having billing activity in the last 2 years.
N/A	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.
N/A	Oracle PPM	Project Foundation (Projects and Tasks)	N/A	Conversion of active Projects and Tasks.
N/A	Oracle PPM	Grants Management (Awards)	N/A	Conversion of active Awards.
N/A	Oracle PPM	Project Control (Project Budgets)	N/A	Conversion of active Project Budgets.
N/A	Oracle PPM	Project Costing (Project Costs)	N/A	Includes inception to date summary costs by expenditure type and open, active Awards.
N/A	Oracle PPM	Project Billing (Billing Events)	N/A	Billing Events to capture already incurred billing and revenue on the active Awards.
N/A	Oracle Performance	Evaluations	N/A	<need details on what is expected for this conversion area>

Integrations

APS and Sierra-Cedar 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 6: Technical Strategy. Sierra-Cedar will implement Oracle Integration Cloud for integrations. 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.

Manual integration is justified when the data volumes are low and data exchange is infrequent (monthly or less frequent). APS and Sierra-Cedar will finalize the integrations and corresponding Oracle provided integration tool(s) during Phase I – Calibrate.

Interface Scope

Table 1. Integrations

Source	Target	Interface Name	Description	Notes
Oracle Cloud	APEX	APSD FREEZE Contracts and Assignment Letters for APEX application for this FISCAL_YEAR	APSD FREEZE Contracts and Assignment Letters for APEX application for this FISCAL_YEAR	
Oracle Cloud	APEX	APSD APEX GEN-New Contract/Assignment Letters for NEW-HIRE or CORRECTIONS or PROMOTIONS	APSD Generate New Contract/Assignment Letters for NEW-HIRE or CORRECTIONS or PROMOTIONS	

Source	Target	Interface Name	Description	Notes
Oracle HCM	Oracle EPM	ACPS HR Employee Details for Questica	Generates a HR Employee Details file for Questica	
Oracle HCM	Oracle EPM	ACPS HR Position Allocations for Questica	Generate a HR Position Allocations txt file for Questica	
Oracle HCM	Oracle EPM	ACPS HR Position and Step Details for Questica	File for QUESTICA: This program Generates a Employee Position and Step (Current and Future) Step Details File...	
Oracle Cloud	TBD	ACPS Update Online Payslip Accruals	Concurrent program to update accruals for the online payslip	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	VML	ACPS VML Demographic Interface Outbound	Outbound Interface to VML (Workers Comp) to provide initial demographic data on employees ahead of incident	Provide initial demographic data on employees ahead of incident
Oracle Cloud	403B	APS 403B ER Match Outbound Interface		Provide enrollment data to voluntary benefit provider
Oracle Cloud	TBD	APS BEN ACA Archive Table Update	APS BEN ACA Archive Table Update	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS BEN Update ACA Full Time Flag	APS BEN Update ACA Full Time Flag	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and

Source	Target	Interface Name	Description	Notes
				Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Ben ACA Delete Medicare Records from ACA Archive table	APS Ben ACA Delete Medicare Records from ACA Archive table.	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Ben Enrollments LTD Hybrid Rate Update		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS EIT Update Paper W2 to Yes	This program sets 2016 Paper W2 to Yes for all employees.	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	FSA	APS FSA Discovery Outbound Interface	ACPS Flexible Spending (FSA) Outbound Interface	Provide employee and dependent benefit election information to flex spending insurance carrier
Oracle Cloud	FrontLine	APS FrontLine Absence Management(AM) Employee In-Active OUT INTERFACE	APS FrontLine Absence Management(AM) Employee Interface.	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	FrontLine	APS FrontLine Absence Management(AM)	APS FrontLine Absence Management(AM) Employee Interface.	Absence leave balance integration. May look to replace with Oracle Absence Management.

Source	Target	Interface Name	Description	Notes
		Employee OUT INTERFACE		
Oracle Cloud	FrontLine	APS FrontLine Absence Management(AM) PG In-Active OUT INTERFACE	APS FrontLine Absence Management(AM) PG In-Active OUT INTERFACE	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	FrontLine	APS FrontLine Absence Management(AM) Substitutes In-Active OUT INTERFACE	APS FrontLine Absence Management(AM) Substitutes OUT INTERFACE	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	FrontLine	APS FrontLine Absence Management(AM) Substitutes OUT INTERFACE	APS FrontLine Absence Management(AM) Substitutes OUT INTERFACE	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	FrontLine	APS FrontLine Leave Balances(AM) OUT Interface	FrontLine Leave Balances for AM employees	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	FrontLine	APS FrontLine PG OUT INTERFACE		Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	TBD	APS Mid Year Step and Salary Update	Program to increment step and salary in mid year.(SY2022)	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Secondary Assignment Salary Update		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and

Source	Target	Interface Name	Description	Notes
				Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Sub Pay Rate Update SY2021		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Suspend Assignment		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Terminate Assignment	APS Terminate Assignment which are in suspended status for a year.	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APS Update Element Entry Rate		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	VRS	APS VRS Eligibility Outbound Interface	APS VRS Eligibility Outbound Interface	Provide eligibility information to Virginia Retirement System

Source	Target	Interface Name	Description	Notes
Oracle Cloud	VSP	APS VSP Vision Outbound Interface		Provide employee and dependent benefit election information to health insurance carrier
Oracle Cloud	TBD	APSD - Maintain Employee Grade Step and Salary		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD - Program to Create or Update SIT for Service Years and Teacher Details	APSD - Program to Create or Update SIT for Service Years and Teacher Details	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD - Program to Update Grade Step Values		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD - Program to seed W-2 EIT Flags for Self Service Option	APSD - Program to seed W-2 EIT Flags for Self Service Option	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD - Update Employees Assignment Contract Type DFF Values	This program updates Employee" Assignment Contract Type" DFF-Attribute5	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and

Source	Target	Interface Name	Description	Notes
				Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD 1st Payscale Grade Point Values Update with COLA Percentage	APSD 1st Payscale Grade Point Values Update with COLA Percentage(Higher Grade)	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD 2017 Contract Start Date and End Date Corrections	APSD_2017_CONT_ST_DATE_CORREC	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD 2nd Payscale Grade Point Values Update with COLA Percentage	APSD 2nd Payscale Grade Point Values Update with COLA Percentage	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	401A	APSD 401A Match Outbound Interface New	APSD 401A Match Outbound Interface New	
Oracle Cloud	457	APSD 457 Plan Outbound Interface	APSD 457 Plan Outbound Interface	Provide enrollment data to voluntary benefit provider
Oracle Cloud	TBD	APSD > 20 CHARACTERS-->Create a NetworkID for Employees whose	For HR GROUP: This program Creates a network id for Errored Employees who's network id has more than 20 characters.	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and

Source	Target	Interface Name	Description	Notes
		network id has more than 20 characters		Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	ACERS	APSD ACERS 457 Outbound Interface	APSD ACERS 457 Outbound Interface	Provide employee information, pension plan, hours worked, compensation earned and contributions
Oracle Cloud	ACERS	APSD ACERS Supplemental Outbound Interface	APSD ACERS Supplemental Outbound Interface	Provide employee information, pension plan, hours worked, compensation earned and contributions
Oracle Cloud	TBD	APSD AEA Dues- End Date Element Entries	APSD AEA Dues- End Date Element Entries--Don't use this program, until unless you need. before this run, you need to do lot of testing...	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Annual Leave to Sick		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	CIGNA	APSD CIGNA Outbound Interface	APS CIGNA Outbound Interface	Provide employee and dependent benefit election information to health insurance carrier
Oracle Cloud	TBD	APSD Clear OTL TK Orphan Control Records	APSD Clear OTL TK Orphan Control Records	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.

Source	Target	Interface Name	Description	Notes
Oracle Cloud	TBD	APSD Comp Time Calculation Update		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Create Ptnl Ler	Concurrent Program to Create Ptnl Life Events	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Data Update Address Telephone API	APSD Data Update of Telephone Address using API	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Delete Entries		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Delete Ptnl Ler	Concurrent Program To Delete PTNL Life Events	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.

Source	Target	Interface Name	Description	Notes
Oracle Cloud	Delta Dental	APSD Delta Dental Outbound Interface	APS Delta Dental Outbound Interface	Provide employee and dependent benefit election information to health insurance carrier
403B	Oracle Cloud	APSD HR 403B Inbound Interface	ACPS HR 403B Inbound Interface	
Oracle Cloud	403B	APSD HR 403B Outbound Interface	ACPS HR 403B Outbound Interface	Provide enrollment data to voluntary benefit provider
457	Oracle Cloud	APSD HR 457 Inbound Interface	APSD HR 457 Inbound Interface	
Oracle Cloud	Kaiser	APSD HR Kaiser Outbound Interface	ACPS HR Kaiser Outbound Interface- Completely re-written by Sri Nallamala	Provide employee and dependent benefit election information to health insurance carrier
Roth	Oracle Cloud	APSD HR ROTH 403B Inbound Interface	APSD HR ROTH 403B Inbound Interface	
Oracle Cloud	ROTH 403B	APSD HR ROTH 403B Outbound Interface	APSD HR ROTH 403B Outbound Interface	Provide enrollment data to voluntary benefit provider
Roth	Oracle Cloud	APSD HR ROTH 457 Inbound Interface	APSD HR ROTH 457 Inbound Interface	
Oracle Cloud	ROTH 457	APSD HR ROTH 457 Outbound Interface	APSD HR ROTH 457 Outbound Interface	Provide enrollment data to voluntary benefit provider
Oracle Cloud	ICMA	APSD ICMA-RC Outbound Interface	APSD ICMA-RC Outbound Interface	Provide enrollment data to voluntary benefit provider
Oracle Cloud	TBD	APSD OTL Skip Approval in Employees Workflow		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and

Source	Target	Interface Name	Description	Notes
				Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD OTL Timecard Deletion		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD OTL Timecard Generation		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	MN Life	APSD Optional Life Insurance (Minnesota Life) Inbound Interface	APSD HR Optional Life Insurance (Minnesota Life) Inbound Interface	
Oracle Cloud	TBD	APSD Pay Overtime Calculation		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Pay Retro Timecard Transfer		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.

Source	Target	Interface Name	Description	Notes
Oracle Cloud	TBD	APSD Pay Rollback Retro Process		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Pay Salary Calculation		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Pay Transfer Time Entries to Primary Asg		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Pay Update Defer Annual Leave		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle PR	Oracle AP	APSD Payroll to AP (Warrants)	APSD Payroll to AP (Warrants)	
Oracle Cloud	ACERS	APSD Pension Gold (ACERS) Outbound Interface	ACPS Pension Gold (ACERS) Outbound Interface	Provide employee information, pension plan, hours worked, compensation earned and contributions

Source	Target	Interface Name	Description	Notes
Oracle Cloud	TBD	APSD Personal Leave To Sick		Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	VRS	APSD Populate VRS Table	Concurrent program to populate temporary VRS table	
Oracle Cloud	Active Directory	APSD RIM Network ID Generation Program for Non-STAFF/Contractors	APSD RIM Network ID Generation Program for Non-STAFF/Contractors--This is only for NON-STAFF; NOT FOR EMPLOYEES.	
Oracle Cloud	Active Directory	APSD RIM Refresh	RIM Refresh-For Network Team; Package name: aps_rim_data.rim_primary-October 12th, 2017	
FrontLine	Oracle Cloud	APSD STAN Inbound Interface - Frontline	APSD STAN Inbound Interface - Data coming in from Frontline	Absence leave balance integration. May look to replace with Oracle Absence Management.
Oracle Cloud	TBD	APSD Salary (NON) Update Program	Mini Salary update program will update only Salary Effective Date, Contract Start Date, Contract End Date only for 2009	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TBD	APSD Salary Update with COLA	APSD Salary Update with COLA	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.

Source	Target	Interface Name	Description	Notes
Oracle Cloud	TBD	APSD Step and Salary Update	APSD Second Half - Step and Salary Update Program	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	TALX	APSD TALX Outbound Interface	APS has purchased VOE through TALX(Equifax)	Equifax Verification of Employment data
Oracle Cloud	Transportation	APSD Transportation Payroll Outbound Interface	APSD Transportation Payroll Outbound Interface	Need additional information
Oracle Cloud	Active Directory	APSD Update STARS USER_NAME with Network Id for SSO	APSD Update STARS USER_NAME with Network Id for SSO(Oracle Single Sign On)	The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Single Sign-on via Active Directory is delivered in Oracle Cloud.
Oracle Cloud	VRS	APSD VRS Modernization Outbound Interface	APSD VRS Modernization Outbound Interface	Is this different than the earlier VRS Eligibility integration?
Oracle Cloud	Active Directory	APSD(RIM) Network ID and STARS ID creation for ALL Employees-SSO	APS Network ID and STARS ID creation for RIM and OID(Oracle Directory)-SSO	The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Single Sign-on via Active Directory is delivered in Oracle Cloud.
Oracle Cloud	TBD	APSD End Date Elements for Fiscal Year	ApsdEndDateElmEntries	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.

Source	Target	Interface Name	Description	Notes
Oracle ERP	Oracle EPM	Integration between HCM/HR and Oracle EBPCS (Questica)	Questica will be replaced by EBPCS (Finance cloud upgrade)	
Oracle Cloud	Wells Fargo	ACPS AP Check Format for Wachovia	ACPS AP Check Format for Wachovia	Provide AP, ACH, and Positive Pay information. (changing Target to Wells Fargo)
Oracle Cloud	MasterCard	ACPS MasterCard Transaction Loader	ACPS MasterCard Transaction Loader	P-Card data?
Oracle Cloud	BOFA	APS BOFA Virtual Credit Card and ACH Payments	APS BOFA Virtual Credit Cards and ACH Payments	
Oracle Cloud	FIM	APS Change Network ID	APS Change Network ID from Old to New for FIM update...	Same as AD? The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Single Sign-on via Active Directory is delivered in Oracle Cloud.
Oracle Cloud	TBD	APS Vendor Site Payment Method ACH update for BOFA	ACPS Update vendor and site DFF on Demand	Sierra-Cedar and APS will evaluate this potential program requirement during the design sessions to further evaluate delivered Cloud functions to meet the APS needs. If a new program is required, APS and Sierra-Cedar will mutually agree to an approach for handling the need.
Oracle Cloud	FIM	APSD Employee FIM Refresh	Effective Date: Aug 20th, 2014 ...APSD Refresh FIM Interface table with the latest PROD Data from STARS, This program runs every day night 1.00AM, So that FIM will get right data for INACTIVE EMPLOYEES...	Same as AD? The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Single Sign-on via Active Directory is delivered in Oracle Cloud.

Source	Target	Interface Name	Description	Notes
Oracle Cloud	FIM	APSD Employee Network ID Conversion for FIM	APSD Employee Network ID Conversion for FIM	Same as AD? The ERP system should send new user information to update AD in real-time including certain demographic and reporting structure information. Single Sign-on via Active Directory is delivered in Oracle Cloud.
UHC	Oracle Cloud			Membership Details
Wells Fargo	Oracle Cloud	Cash Management – BAI2		
JP Morgan	Oracle Cloud	P-Card Data		
Oracle Cloud	VDOE	Virginia Department of Education (VDOE)		General accounting information to OpenGov for transparent financial reporting. Fiscal Year End State Reports.

Sierra- Cedar will design and build outgoing interfaces from Oracle Cloud. APS will design and provide data extracts for incoming interfaces to Oracle Cloud, perform any necessary changes to third party systems that interface with Oracle, and inform Sierra-Cedar of file formats required for outbound interfaces from Oracle. Sierra-Cedar will assist APS with data mapping efforts and advise on approaches for loading/extracting data to/from the applications. 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.

In Appendix B, Attachment J Schedule B-1 APS-Finance -Reports -Integrations -Customizations, and Attachment K- Schedule B-2 APS-Human Resources Reports -Integrations -Customizations) are summarized in the Integration scope table above.

Reports

Consistent with the tasks and responsibilities for identifying and developing reports as set forth in greater detail in Deliverable 6: Technical Strategy, Sierra-Cedar will develop the 11 reports identified in the table below plus an additional 50 reports for a total of 61 custom reports (across ERP, HCM, and EPM) for APS.

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.
Projects & Grants	SEFA	Tailored to client requirements.
Human Resources	EEO-4	Tailored to client requirements.
General Ledger	Balance Sheet	Tailored to client requirements.

For the reports listed in Appendix B, these will be accommodated through:

- Standard out-of-the-box reports. Modifications, such as branding, will be performed by APS if necessary.
- Online inquiry in lieu of a report
- Up to 50 additional custom reports developed by Sierra-Cedar using one of the Reporting Tools listed below
- Additional custom reports developed by APS using one of the Reporting Tools listed below. Sierra-Cedar will provide one training session on BIP, OTBI, FRS and NR. APS will participate in these training sessions to promote APS self-sufficiency.
- Or the need for some reports in Appendix B might go away in favor of a new business process or out-of-the-box functionality within Oracle Cloud Applications

Oracle's delivered Reporting Tools include BI Publisher (BIP), Oracle Transactional Business Intelligence (OTBI), Financial Reporting Studio (FRS), EPM Cloud Reports, SmartView or Narrative Reporting (NR) as well as Oracle's extensive library of out-of-the-box or "seeded" reports.

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 is not anticipated or included in implementation services. APS 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 mutually agree to change order. Immaterial deviations may be rectified through SIT, without going through the change order 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 within the RTM.

Project Resources

The following section provides a description of APS's and Sierra-Cedar'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	APS and Sierra-Cedar persons acting as the executive Business Sponsor will be responsible for the oversight management of the project. The Business Sponsor will support the project by communicating the vision of the project, work to reduce barriers and risks, and act as liaison to APS and Sierra-Cedar 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.
Steering Committee	The Steering Committee consists of named APS leadership and management. The Steering Committee is facilitated by the APS Project Manager. Sierra-Cedar will participate in the Steering Committee meetings.
Project Team	The Project Team includes APS's and Sierra-Cedar's Project Manager, Functional Leads, Technical Leads, Organizational Readiness Leads, Developers, and Subject Matter Experts (SMEs) and APS Training Leads.
Project Director	The Sierra-Cedar 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.
Project Managers	APS and Sierra-Cedar 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.
Organizational Readiness/ Training Leads	APS and Sierra-Cedar 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.
Solution Architects	Sierra-Cedar Solution Architects are responsible for leading a specialized team in the design and implementation of the application for a specific functional area.

Role / Position	Description
Functional Leads	<p>APS and Sierra-Cedar 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>APS Functional Leads will be APS employees in each functional/business area who are knowledgeable of APS’s current business processes and policies and are familiar with APS’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 APS project members with expertise in specific business and technical processes at APS, who are called on at various times during the project to review and redesign business processes, design prototypes, and test specific functionality.</p>
Training Lead	<p>Sierra-Cedar is responsible for developing the “End User Training Strategy” Deliverable, the training schedule, and training materials. APS Training Leads will assist Sierra-Cedar’s Organizational Readiness Consultant and Functional Consultants with these training deliverables. APS Training Leads will deliver training to end users. APS Training Leads should have excellent verbal and written communication skills and familiarity with APS’s key business processes in one or more targeted functional areas.</p>
Technical Architect	<p>Sierra-Cedar Technical Architects are responsible for overseeing and advising the development team in the design and implementation of the Oracle development toolset.</p>
Technical Leads	<p>APS and Sierra-Cedar Technical Leads are responsible for formulating technical strategies for the project. They will lead the development, data conversion, and other technical activities. APS Technical Lead shall have extensive experience managing technical staff.</p>
Technical Developers	<p>APS and Sierra-Cedar 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.</p>

Resource Participation

During this Project, Sierra-Cedar and APS will each provide personnel with agreed upon commitment levels who will work collectively as a team to make this Project a success. The Sierra-Cedar Project Manager will manage Sierra-Cedar resources and participation. The APS Project Manager will manage APS resources and participation. APS will provide an individual to serve as the “lead” for each Oracle Cloud Applications module as noted in the following APS 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. Sierra-Cedar anticipates planning efforts will begin on the SOW Effective Date requiring both Sierra-Cedar and APS Project Managers to be available at that time.

Sierra-Cedar Personnel

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

Table 2. Sierra-Cedar Resources

Sierra-Cedar Role	Area of Responsibility
Project Director	Project Director
Project Manager	Project Management
Organizational Readiness Lead	Change Management and Training
Financials Solution Architect	General Ledger, Assets, Payables, Cash Management, Expenses
Financials Consultant	General Ledger, Assets, Cash Management
Financials Consultant	Payables, Expenses
Procurement Consultant	Contracts, Purchasing, Self-Service, Supplier Portal
Projects & Grants Solution Architect	Projects, Grants, Receivables
Projects & Grants Consultant	Projects, Grants, Receivables
Human Resources Solution Architect	HR, Benefits
Human Resources Consultant	HR, Health & Safety
Benefits Consultant	Benefits, Employee and Manager Self Service
Payroll Lead	Payroll
Payroll Consultant	Payroll Fast Formulas
Time & Absence Lead	Time, Absences
Talent Lead	Goal and Performance Management
Recruiting Lead	Recruiting, Onboarding
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 - Conversions	Technical Conversion Management
Technical Architect – Integrations	Technical Integration and Development Management
Technical Lead - Conversions	Technical Conversion and Development
Technical Lead - Integrations	Technical Integration and Development
Developers - Remote	Data Conversions, Interfaces, Reports, Fast Formulas

APS Personnel

The roles of the personnel that APS will assign to this project, 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 APS roles and that an APS role may be fulfilled by more than one individual.

Table 3. APS Resources

APS Role	Area of Responsibility	Participation Level
Project Sponsor	Project Sponsor	As needed
Steering Committee	Steering Committee	As needed
Project Manager	Overall Cloud Applications	100%
Organizational Readiness Lead	Change Management, Training and Communication	40-50%
Technical Lead	Technical Management & Development	75-90%
Technical Developers (2-4)	Development related to Non-E-Business Suite Data Extracts, if any, for Data Conversions, Interfaces (as described in the Integrations section above), Reports (as described in the Reports section above), and Data Validation)	25-45%
ERP Functional Lead (4-5)	Finance Team Leader, Finance Analyst, Project / Grants, Procurement	60-75%
HCM Functional Lead (4-5)	HCM Team Leader, HR/Ben Analyst, Time Management & Payroll, Talent	60-90%
EPM Functional Leads (2)	Budget Development, Narrative Reporting	60-90%
Process Improvement Team / Subject Matter Experts (SME) (several per area)	Specialized expertise across Organizational, ERP, HCM functional areas	20-25%
Trainers (3-4)	Training	25-30%

Project Timeline and Methodology

Project Timeline

Sierra-Cedar’s Propel Methodology for Cloud, which consists of five phases, will guide the implementation process. Based on APS’s project scope, organization size, resource availability, business cycles, and other factors, Sierra-Cedar estimates a 15-month project timeline consisting of 1 Rollout implementation and 8 weeks of 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 APS Steering Committee and Sierra-Cedar.

The Rollout implementation includes all the applications listed in section Software Scope above. The rollout for Oracle Enterprise Resource Planning Cloud Service (ERP Cloud) and Oracle Human Capital Management Cloud Service (HCM Cloud) will be approximately 15-months long starting in September 2023 and Go-Live on or around December, 31 2024. The rollout for Oracle Enterprise Performance Management Cloud Service (EPM Cloud) will be approximately 6-months long with the Go-Live date of June 30,2025. This date is Subject to the go live date of other components. Each Rollout also includes 8 weeks of post-implementation support.

Sierra-Cedar has included 1500 hours of Optimization Support after the post-implementation support period that is available for assistance in any area during the first twelve months after the initial Go-Live.

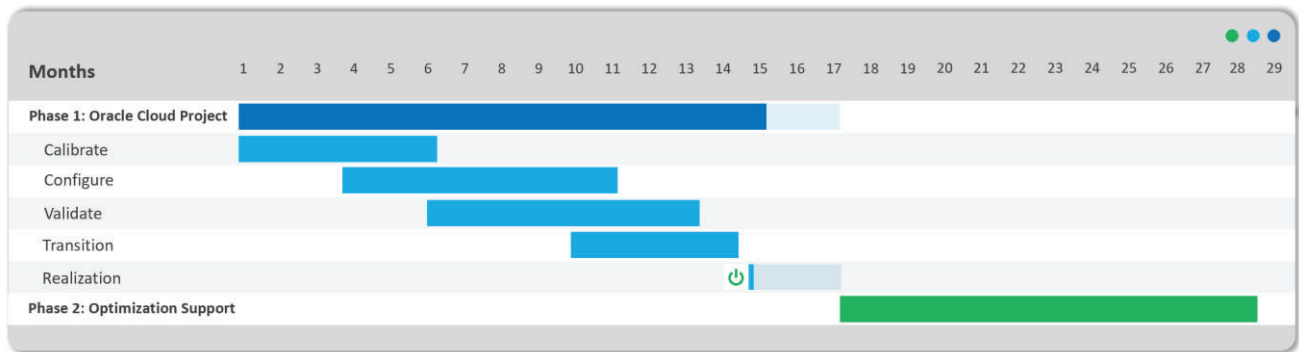


Figure 1. Project Timeline

Project Methodology Overview – Propel for Cloud

The Propel Methodology for Cloud features five distinct phases that Sierra-Cedar will follow for APS:

- 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 Sierra-Cedar or APS. Tasks will all be scheduled on the project schedule and tracked for completion.
- **Deliverable:** A deliverable is a tangible work product that Sierra-Cedar will produce and deliver to APS. APS 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, Sierra Cedar shall submit an invoice to APS.
- **Milestone:** A milestone is a check point in the project where APS 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, Sierra Cedar shall submit an invoice to APS.
- As deliverables and milestones are completed on the project, Contractor will present a Deliverable and Milestone Acceptance Certificate to APS 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. 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.

Note:

Contractor shall gather, facilitate elaborate on, and record detailed requirements based on the high level functional requirements specified in Appendix A of Scope of Work and deliver a Requirements Traceability Matrix (RTM) document which includes these detailed requirements. Requirements would be gathered for any optional modules as well. Contractor shall gather the detailed requirements for all workflows that are in scope and record this in the RTM. If any workaround is required to meet any of the functional requirements listed in Appendix A, of Scope of Work such workaround should be included in scope subject to the limitation on the quantity of custom reports, flex field configuration or interfaces in scope. Contractor is responsible for maintaining the RTM.

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: Organizational Kickoff Agenda and Meeting

Phase: Phase I – Calibrate

Purpose:

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

Scope:

Sierra-Cedar’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:

APS and Sierra-Cedar 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.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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. Invite stakeholders, find room, assist with logistics of the meeting.	Outline for kick-off meetings provided by Sierra-Cedar Meetings scheduled and participants invited by APS
2	Establish a project team organization chart and team member roles and responsibilities for Sierra-Cedar and APS resources.	Assign APS project team and technical staff. Develop APS 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 Sierra-Cedar 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 APS questions.	Formal stakeholder kick-off meeting, led by Sierra-Cedar, completed and feedback documented with Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar. 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: Project Management Plan

Phase: Phase I – Calibrate

Purpose:

Sierra-Cedar and APS 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 APS, Sierra-Cedar'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:**APS/Sierra-Cedar Role:**

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Meet with APS 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 APS by Sierra-Cedar

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:

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

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Conduct initial review of the project schedule format and level of detail with APS.	Provide input during review sessions.	Initial Project Schedule Structure drafted by Sierra-Cedar and tasks loaded in Jira
2	Create a governing document with assumptions.	Approve list of assumptions.	Assumptions document in MS Word
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 tasks updated in Jira
4	Gain approval on the Master Project Schedule	Approve Master Project Schedule	Master Project Schedule in MS Word with Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar

Phase II – Configure

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

Sierra-Cedar and APS work to document each of these items within the System Design and Specifications and implement agreed upon configurations within a non-Production environment. Sierra-Cedar will conduct Conference Room Pilot 1 (CRP1) workshops in the CRP environment with APS 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. Sierra-Cedar shall conduct Conference Room Pilot 2 (CRP2) workshops with APS participation and support. CRP2 differs from CRP1 in that in CRP2 APS team members will be executing the testing sessions, navigating through the system with test scripts and standard scenarios with Sierra-Cedar taking questions from APS team members. This effort helps promote system knowledge and is effective in preparing the team for testing initiatives. Sierra-Cedar will setup the initial configurations for each necessary table to support the CRP workshops. APS will assist Sierra-Cedar with each configuration table. A guiding principle for the project is for APS 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 APS Project Team Members will gain knowledge and self-sufficiency depends largely on their level of active participation in the system configuration and testing 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 final requirements scope (Requirements Traceability Matrix) will be completed and approved for the conversions, interfaces, reports, Fast Formulas, and workflows as part of CRP2 and in advance of starting System / Integration Testing (SIT).

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.

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 4a: Requirements Traceability Matrix (ERP)

Deliverable Number: #4a
Name: Requirements Traceability Matrix (RTM) Phase: Phase I – Calibrate
Purpose: Establish a format to track system requirements through the software development lifecycle.
Scope: Requirements are documented and tracked throughout the life of the project to verify each is identified, configured, tested, included in training, and deployed. The strategy for accommodating requirements that are misaligned with software functionality will be documented.
Format: Microsoft Excel (initial requirements) and Jira (approved requirements).
Outline: <ul style="list-style-type: none">• Listing of Requirements• Requirement Process/Module Area• Notes• Requirements Status
Notes/Expectations:

APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Conduct Requirements Gathering sessions with APS.	Update baseline RTM (Appendix A of Scope of Work)	Initial RTM updated by APS from baseline RTM in Excel
2	Use RTM to develop preview and Design Workshop session agendas	Review preview and Design Workshop agendas against initial RTM	Initial RTM in Excel with Workshop Agendas and Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar

Deliverable 4b: Requirements Traceability Matrix (HCM)

Deliverable Number: #4b	
Name: Requirements Traceability Matrix (RTM)	Phase: Phase I – Calibrate
Purpose: Establish a format to track system requirements through the software development lifecycle.	
Scope: Requirements are documented and tracked throughout the life of the project to verify each is identified, configured, tested, included in training, and deployed. The strategy for accommodating requirements that are misaligned with software functionality will be documented.	
Format: Microsoft Excel (initial requirements) and Jira (approved requirements).	
Outline:	
<ul style="list-style-type: none"> • Listing of Requirements • Requirement Process/Module Area • Notes • Requirements Status 	
Notes/Expectations:	

APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Conduct Requirements Gathering sessions with APS.	Update baseline RTM (Appendix A of Scope of Work)	Initial RTM updated by APS from baseline RTM in Excel
2	Use RTM to develop preview and Design Workshop session agendas	Review preview and Design Workshop agendas against initial RTM	Initial RTM in Excel with Workshop Agendas and Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar

Deliverable 4c: Requirements Traceability Matrix (EPM)

Deliverable Number: #4c	
Name: Requirements Traceability Matrix (RTM)	Phase: Phase II – Configure
Purpose:	

Establish a format to track system requirements through the software development lifecycle.

Scope:

Requirements are documented and tracked throughout the life of the project to verify each is identified, configured, tested, included in training, and deployed. The strategy for accommodating requirements that are misaligned with software functionality will be documented.

Format:

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

Outline:

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

Notes/Expectations:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Conduct Requirements Gathering sessions with APS.	Update baseline RTM (Appendix A of Scope of Work)	Initial RTM updated by APS from baseline RTM in Excel
2	Use RTM to develop preview and Design Workshop session agendas	Review preview and Design Workshop agendas against initial RTM	Initial RTM in Excel with Workshop Agendas and Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar

Deliverable 5: Change Management Adoption Plan (Organizational Readiness Assessment)

Deliverable Number: #5

Name: Change Management Adoption Plan **Phase:** Phase II – Configure

Purpose:

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

Scope:

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

- Change Management Adoption 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 Public Schools/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Delivery of OR Overview Work Session Presentation	Participation in presentation	Organizational Change Management Presentation in PowerPoint delivered by Sierra-Cedar with Deliverable and Milestone Acceptance Certificate submitted to APS by Sierra-Cedar
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 6: Technical Strategy

Deliverable Number: #6

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.

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:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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	Assist existing data conversion, interface, and report characteristics and requirements information.	Technical Strategy drafted by Sierra-Cedar in MS Word.

	objects, the timeliness requirements, and other factors used to determine which integration approach to use.		
2	Work with APS to define high-level technical strategy on scheduling interfaces and reports including batch vs near real-time communications with partners.	Provide forum for and participate in a cross-group high-level technical strategy discussion and review feedback.	Sierra-Cedar will update the Technical Strategy with the high-level strategy for data conversions, interfaces, and reports. The approved Technical Strategy might be updated by the Functional and Technical Specifications or as a result of development and testing.
3	Work with APS to define the initial technical security approach. This will include transport protocols, routings, message styles required for APS 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 Sierra-Cedar with prioritization. Approve prioritized list.	Prioritized list of data conversions, interfaces, and updated to Technical Strategy.
6	Meet with APS to review Technical Strategy.	Meet with Sierra-Cedar to review Technical Strategy.	Acceptance Certificate provided by Sierra-Cedar to APS.

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 (e.g. JIRA or Excel) 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	Development Standards work product. This work product will document the generic standards for naming conventions, development standards and internal documentation for APS specific Conversion, Interfaces, Reports and Fast Formulas.
3	Specifications Deliverable.

Deliverable 7: Environment Strategy

Deliverable Number: #7	
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:

- Purpose
 - Objectives
 - Environment Definitions
 - Environment Migration Flow and Steps
 - Migration Tools
 - Oracle Environment Updates and Refresh Window
-

Notes/Expectations:

APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS 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 Sierra-Cedar in MS Word.
2	Work with APS 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.	Sierra-Cedar 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 APS to review Environment Strategy.	Meet with Sierra-Cedar to review Environment Strategy.	Acceptance Certificate provided by Sierra-Cedar to APS.

Deliverable 8a: Conference Room Pilot 1 (CRP1) - ERP

Deliverable/Milestone Number: #8a**Name:** CRP1**Phase:** Phase II – Configure**Purpose:**

The CRP1 sessions will help facilitate the finalization of the design process. Allows APS 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, Sierra-Cedar will map requirements to functions in the application, where possible.

Format:

Microsoft Word (Agendas)

Outline:

- 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.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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 RTM and Key System Design Considerations documents	Assist with clarifications	

Deliverable 8b: Conference Room Pilot 1 (CRP1) - HCM**Deliverable/Milestone Number: #8b****Name:** CRP1**Phase:** Phase II – Configure**Purpose:**

The CRP1 sessions will help facilitate the finalization of the design process. Allows APS 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, Sierra-Cedar will map requirements to functions in the application, where possible.

Format:

Microsoft Word (Agendas)

Outline:

- 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.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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 RTM and Key System Design Considerations documents	Assist with clarifications	

Deliverable 9a: Conference Room Pilot 2 (CRP2) - ERP

Deliverable/Milestone Number: #9a			
Name: CRP2	Phase: Phase II – Configure		
Purpose: The CRP2 sessions will help facilitate the finalization of the design process. Allows APS 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 test script and scenarios.			
Scope: Conduct up to four (three-hour each) CRP2 sessions for each module process area. During the workshops, Sierra-Cedar will map requirements to functions in the application, where possible. APS will execute the outlined test scripts and scenarios to assist with finalizing questions and decisions.			
Format: Microsoft Word (Agendas)			
Outline:			
<ul style="list-style-type: none"> • Base System Configuration • Key Configuration Decisions by Business Process (by Module) • Security Considerations • Conversions, Interfaces, Reports 			
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.			
APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS 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	Support APS counterparts, attend sessions, participate in discussions and follow up activities.	Lead the sessions, hands on participation to CRP2 sessions	None
4	Update configuration based on CRP2 feedback	Assist with clarifications	None
5	Update RTM and Key System Design Considerations documents	Assist with clarifications	

Deliverable 9b: Conference Room Pilot 2 (CRP2) - HCM

Deliverable/Milestone Number: #9b		
Name: CRP2	Phase: Phase II – Configure	

Purpose:

The CRP2 sessions will help facilitate the finalization of the design process. Allows APS 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 test scripts and scenarios.

Scope:

Conduct up to four (three-hour each) CRP2 sessions for each module process area. During the workshops, Sierra-Cedar will map requirements to functions in the application, where possible. APS will execute the outlined test scripts and scenarios to assist with finalizing questions and decisions.

Format:

Microsoft Word (Agendas)

Outline:

- Base System Configuration
 - Key Configuration Decisions by Business Process (by Module)
 - Security Considerations
 - Conversions, Interfaces, Reports
-

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.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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	Support APS counterparts, attend sessions, participate in discussions and follow up activities.	Lead the sessions, hands on participation to CRP2 sessions	None
4	Update configuration based on CRP2 feedback	Assist with clarifications	None
5	Update RTM and Key System Design Considerations documents	Assist with clarifications	

Deliverable 10a: Conversion Specifications - ERP**Deliverable Number:** #10a**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:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Conversion Mapping requirements for Sierra-Cedar Development	Assist with documenting Conversion Mapping requirements	Updated Specifications (Conversion) document

Deliverable 10b: Conversion Specifications - HCM

Deliverable Number: #10b

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:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Conversion Mapping requirements for Sierra-Cedar Development	Assist with documenting Conversion Mapping requirements	Updated Specifications (Conversion) document

Deliverable 11a: Interface Specifications - ERP

Deliverable Number: #11a

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:**APS/Sierra-Cedar Role:**

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Interface Specification Mapping and File Layout requirements for Sierra-Cedar Development	Assist with documenting Interface Specification Mapping and File Layout requirements	Updated Specifications (Interfaces) document

Deliverable 11b: Interface Specifications - HCM**Deliverable Number:** #11b**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:**APS/Sierra-Cedar Role:**

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Interface Specification Mapping and File Layout requirements for Sierra-Cedar Development	Assist with documenting Interface Specification Mapping and File Layout requirements	Updated Specifications (Interfaces) document

Deliverable 12a: Report Specifications - ERP

Deliverable Number: #12a		
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 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: <ul style="list-style-type: none"> • Functional Requirements • Development Object Requirements • Development Logic Requirements • Technical Design Layout • Associated mappings (if required) 		
Notes/Expectations:		
APS/Sierra-Cedar Role:		
Description of Work	APS Responsibilities	Work Products
Sierra-Cedar Tasks		
1 Document Report Specification Mapping and Layout for Sierra-Cedar Development	Assist with documenting Report Specification Mapping and File Layout requirements	Updated Specifications (Reports) document

Deliverable 12b: Report Specifications - HCM

Deliverable Number: #12b		
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 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: <ul style="list-style-type: none"> • Functional Requirements • Development Object Requirements • Development Logic Requirements • Technical Design Layout • Associated mappings (if required) 		
Notes/Expectations:		
APS/Sierra-Cedar Role:		

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Report Specification Mapping and Layout for Sierra-Cedar Development	Assist with documenting Report Specification Mapping and File Layout requirements	Updated Specifications (Reports) document

Deliverable 12c: Report Specifications - EPM

Deliverable Number: #12c

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 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:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Document Report Specification Mapping and Layout for Sierra-Cedar Development	Assist with documenting Report Specification Mapping and File Layout requirements	Updated Specifications (Reports) document

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:
Sierra-Cedar will document the key security roles and associated access points within the application by guiding APS 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:

APS/Sierra-Cedar Role:		
Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1 Evaluate APS IT security standards, policies, and guidelines	Provide Sierra-Cedar with all applicable APS security standards, policies, and guidelines	Documentation review by Sierra-Cedar
2 Analyze current system security designs as the starting point for APS security.	Provide Sierra-Cedar with all applicable APS security plans	Documentation review by Sierra-Cedar
4 Provide list of delivered known Security roles and descriptions from Oracle based on functional Scope and business processes.	Meet with Sierra-Cedar to review the list of known Security roles, descriptions, and associated privileges.	Draft Security Matrix with known roles and Descriptions
5 Update Security Matrix with the known Roles and initial list Project Team members and other employees included in the conversion prior to SIT.	Assist Sierra-Cedar in updating the Security Matrix by providing initial assessment of the roles granted to specific employees.	Draft Security Matrix with known Roles, Employees and the initial assessment of the roles granted to specific employees.
6 Review initial Security Matrix with APS and update as needed.	Assist Sierra-Cedar by reviewing the initial Security Matrix and making recommendations for changes as needed.	Deliverable and Milestone Acceptance Certificate provided by Sierra-Cedar to APS.

Deliverable 14: Key System Design Considerations

Deliverable/Milestone Number: #14
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) workshop sessions for each module process area. During the workshops, Sierra-Cedar 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: <ul style="list-style-type: none"> • Base System Configuration • Key Configuration Decisions by Business Process (by Module) • Process Inventory • Security Considerations • Conversions, Interfaces, Reports

- Go-Live / cutover considerations

Notes/Expectations:

Various APS functional and technical business area representatives will work with their respective Sierra-Cedar 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 APS’s business processes and configurations will work with the delivered Oracle application, identify how the system will support the organization’s requirements.

APS/Sierra-Cedar Role:

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

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. APS and Sierra-Cedar 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. Sierra-Cedar will 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 APS data that has been loaded to the Testing Environment to validate that the data has been loaded properly.

Sierra-Cedar will unit test the configuration prior to System Integration Testing and User Acceptance Testing. Sierra-Cedar will lead the System Integration Testing with APS executing the test scripts. The duration of System/Integration Testing is eight weeks for ERP and HCM and two weeks for EPM. APS will own the identification and development of testing scenarios. Sierra-Cedar will own the development of test scripts. The duration of User Acceptance Testing is eight weeks for ERP and HCM which includes parallel payroll testing and two weeks for EPM. APS will organize and lead all User Acceptance Testing activities with guidance from Sierra-

Cedar. Sierra-Cedar will lead the payroll parallel testing with assistance from APS. Payroll parallel testing will include 2 payroll period processing and review of results.

The joint project management and functional teams will also complete a series of planning documents for future project activities. This includes an End User Training Strategy that will provide details on the logistics, curriculum and training materials that will be used to support the training of the APS end user community. The team will also create a Test Plan detailing the schedule, scope and participants of the System Integration Testing, User Acceptance Testing and Payroll Parallel Testing activities. A Cutover Plan will be drafted in support of the System Integration Testing and User Acceptance testing environment builds associated with those testing activities. This Cutover Plan will be updated based on the testing efforts and will serve as the model for the final version used for the migration to Production that occurs at system Go-Live. A Production Support Plan will also be created to define how APS will support the system and users after deployment. This Production Support Plan may be updated after End User Training to reflect the need for additional training and user immersion opportunities.

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 15: End User Training Strategy

Deliverable Number: #15

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.
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Format:

Microsoft Word

Outline:

- | |
|--|
| <ul style="list-style-type: none"> • Overall End User Training Approach • Training Materials Approach • End User Training Delivery Vehicles (Train-the-Trainer, online webinars, etc.) • List of training curriculum courses • Client Training Resources, including the instructors and resources they can call upon • Training facilities (as needed) • High-level Training schedule |
|--|

Notes/Expectations:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Develop Training Approach for all modules	Assist in defining training approach	Training Approach updated to End User Training Strategy template by Sierra-Cedar
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	Define 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
6	Define Train the Trainer Approach – for Instructor led training	Assist in defining Train the Trainer approach	Train-the-Trainer Approach updated to End User Training Strategy

Deliverable 16: Production Support Plan

Deliverable Number: #16			
Name: Production Support Plan		Phase: Phase III – Validate	
Purpose: Outlines the roles and responsibilities that will need to be filled to ensure that APS 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:			
<ul style="list-style-type: none"> • Overview • Roles and Responsibilities Post-Implementation • Change Control Methodology • Incident and Resolution Management • Updates Process • Internal Training Strategy for Organization Users 			
Notes/Expectations:			
APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Verify accuracy and effectiveness of system operation during System Integration Testing while drafting Production Support Plan.	APS reviews the system with the support of Sierra-Cedar for System Integration Testing of each business process	Production Support Plan drafted by Sierra-Cedar in MS Word
2	Provide guidance to APS support staff and Business Owner Departments on system operation, business processes.	Provide on-site APS 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 APS is prepared to assume responsibility on status of system stability and support effectiveness.	Review and provide feedback on Production Support Plan Assist Sierra-Cedar with the following tasks: <ul style="list-style-type: none"> ▪ Problem determination and analysis. ▪ Problem correction or submission to Software 	Final Production Support Plan in Word provided with Deliverable and Milestone Acceptance Certificate from Sierra-Cedar to APS

- Vendor problem resolution process.
- Problem fix implementation and testing.

Deliverable 17a: Test Scripts and Test Scenarios for System Integration Testing - ERP

Deliverable/Milestone Number: #17a

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 Excel

Outline:

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

Notes/Expectations: System Integration Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Specifications, and System Integration Testing related test scripts, test cases, and governance. Any exceptions to starting System Integration Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Provide overview of Test Scenarios and review APS’s Test Scenarios for inclusion in Test Scripts	Develop Test Scenarios and provide to Sierra-Cedar to be included in creation of Test Scripts	Test Scenarios applicable to APS users on problems or situations that may encounter
2	Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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 Sierra-Cedar.	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 Sierra-Cedar to APS at the entrance of System Integration Testing
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Deliverable 17b: Test Scripts and Test Scenarios for System Integration Testing - HCM

Deliverable/Milestone Number: #17b			
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 Excel			
Outline:			
<ul style="list-style-type: none"> • Test Environment • Testing Participants • Testing Procedures • Special Security Considerations • Test Scripts • Test Scenarios 			
Notes/Expectations: System Integration Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Specifications, and System Integration Testing related test scripts, test cases, and governance. Any exceptions to starting System Integration Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.			
APS/Sierra-Cedar Role:			
	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Provide overview of Test Scenarios and review APS’s Test Scenarios for inclusion in Test Scripts	Develop Test Scenarios and provide to Sierra-Cedar to be included in creation of Test Scripts	Test Scenarios applicable to APS users on problems or situations that may encounter
2	Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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	Sequence and dependency information for each Test Script updated in templates

	Script provided by Sierra-Cedar.	
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 Sierra-Cedar to APS at the entrance of System Integration Testing

Deliverable 17c: Test Scripts and Test Scenarios for System Integration Testing - EPM

Deliverable/Milestone Number: #17c

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 Excel

- Outline:**
- Test Environment
 - Testing Participants
 - Testing Procedures
 - Special Security Considerations
 - Test Scripts
 - Test Scenarios

Notes/Expectations: System Integration Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Specifications, and System Integration Testing related test scripts, test cases, and governance. Any exceptions to starting System Integration Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1	Provide overview of Test Scenarios and review APS’s Test Scenarios for inclusion in Test Scripts	Develop Test Scenarios and provide to Sierra-Cedar to be included in creation of Test Scripts	Test Scenarios applicable to APS users on problems or situations that may encounter
2	Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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 Sierra-Cedar.	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 Sierra-Cedar to APS at the entrance of System Integration Testing

Deliverable 18a: Test Scripts and Test Scenarios for Acceptance Testing - ERP

Deliverable/Milestone Number: #18a		
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 Excel		
Outline:		
<ul style="list-style-type: none"> • Test Environment • Testing Participants • Testing Procedures • Test Strategy Guidelines • Special Security Considerations • Test Script Inventory • Test Scripts 		
Notes/Expectations: User Acceptance Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Technical Specifications, System Integration Testing, and User Acceptance Testing related test scripts, test cases, and governance. Any exceptions to starting User Acceptance Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.		

APS/Sierra-Cedar Role:		
Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1 Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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 Sierra-Cedar.	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 Sierra-Cedar to APS 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 APS of all Test Scripts in Each Test Scenario

Deliverable 18b: Test Scripts and Test Scenarios for Acceptance Testing - HCM

Deliverable/Milestone Number: #18b		
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. This effort will include Payroll Parallel Testing and will include 2 payroll processing periods that aims to compare payroll results generated by APS’s legacy payroll system and that generated from Oracle Cloud Payroll. Differences in results will be evaluated for correctness.		
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 Excel		
Outline:		
<ul style="list-style-type: none"> • Test Environment • Testing Participants • Testing Procedures • Test Strategy Guidelines • Special Security Considerations • Test Script Inventory • Test Scripts 		
Notes/Expectations: User Acceptance Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Technical Specifications, System Integration Testing, and User Acceptance Testing related test scripts, test cases, and governance. Any exceptions to starting User Acceptance Testing absent completion of these items will be mutually agreed upon and approved by the Steering Committee.		
APS/Sierra-Cedar Role:		
Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products

1	Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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 Sierra-Cedar.	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 Sierra-Cedar to APS 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 APS of all Test Scripts in Each Test Scenario

Deliverable 18c: Test Scripts and Test Scenarios for Acceptance Testing - EPM

Deliverable/Milestone Number: #18c	
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 Excel	
Outline:	
<ul style="list-style-type: none"> • Test Environment • Testing Participants • Testing Procedures • Test Strategy Guidelines • Special Security Considerations • Test Script Inventory • Test Scripts 	
Notes/Expectations: User Acceptance Testing will not complete until such time that prerequisites are completed which include acceptance of all Phase I and Phase II deliverables, Technical Specifications, System Integration Testing, and User Acceptance Testing related test scripts, test cases, and	

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

APS/Sierra-Cedar Role:

Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1 Create Test Scripts	Review and provide feedback on Test Scripts provided by Sierra-Cedar.	Initial Test Scripts templates provided by Sierra-Cedar 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 Sierra-Cedar.	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 Sierra-Cedar.	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 Sierra-Cedar to APS 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 APS of all Test Scripts in Each Test Scenario

Phase IV – Transition

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 APS.

The Transition phase includes the finalization of the training materials and a train-the-trainer event to prepare designated APS personnel to train end users. Sierra-Cedar will provide 800 hours of effort in completing APS-specific updates to the Sierra-Cedar provided library of training materials to make them client specific. Sierra-Cedar will perform one Train-the-Trainer session to APS team for each training course. Training courses will average one day in duration. APS will have primary responsibility for delivering the end user training sessions.

During the Transition Phase, a production and operational 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, RTM verified for completeness, and end-users trained consistent with the training plan. The results of the readiness assessment will help APS 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 APS’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 APS’s processing cycle when the migration to Production will take place. Once APS 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 APS’s end-users, and various Sierra-Cedar personnel will transition into support. APS and Sierra-Cedar functional project team members will assist the user community and trouble-shoot any issues that may arise. Technical developers from APS and Sierra-Cedar 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 APS and is released for usage to all or part of APS’s user community. The anticipated date for Go-Live for Oracle Enterprise Resource Planning Cloud Service (ERP Cloud) and Oracle Human Capital Management Cloud Service (HCM Cloud) is on or around December, 31 2024. The anticipated date for Go-Live for Oracle Enterprise Performance Management Cloud Service (EPM Cloud) is June 30,2025. This date is Subject to the go live date of other components.

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 19: Cutover Plan

Deliverable Number: #19
Name: Finalized Cutover Plan
Purpose:

Phase: Phase IV – Validate

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:

- 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.

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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 Sierra-Cedar 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 Sierra-Cedar in MS Word/Excel and reviewed by APS 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 Sierra-Cedar to APS

Deliverable 20: Training Materials

Deliverable/Milestone Number: #20

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 APS’s process and configuration decisions. Training programs and documents identified in the training plan deliverable are deployed to APS users. This includes job aids and/or participant guides.

Format:

Microsoft Word

Notes/Expectations:**APS/Sierra-Cedar Role:**

	Description of Work Sierra-Cedar Tasks	APS 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 Train-the-Trainer sessions	Participate in the Train-the-Trainer sessions	Train-the-Trainer sessions delivered by Sierra-Cedar per the Training Strategy
5	Attend the initial end user training classes led by APS trainers	Schedule End User Training Classes. Deliver End User Training Classes	End User Training sessions delivered by APS

Deliverable 21a: Execute Cutover Plan / Go-Live Acceptance (Go-Live Authorization ERP, HCM)**Deliverable Number:** #21a**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 Scope 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, APS provides final Go-Live acceptance.

Format:

Microsoft Word

Outline:

- Go-Live Acceptance Certificate

Notes/Expectations:**APS/Sierra-Cedar Role:**

	Description of Work Sierra-Cedar Tasks	APS 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 APS has reviewed and confirmed the completion of tasks identified in the Production Cutover Plan.	APS provides Final Go-Live Acceptance with Deliverable and Milestone Acceptance Certificate provided by Sierra-Cedar to APS

Deliverable 21b: Execute Cutover Plan / Go-Live Acceptance (Go-Live Authorization EPM)

Deliverable Number: #21b

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 Scope 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, APS provides final Go-Live acceptance.

Format:

Microsoft Word

Outline:

- Go-Live Acceptance Certificate

Notes/Expectations:

APS/Sierra-Cedar Role:

	Description of Work Sierra-Cedar Tasks	APS 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 APS has reviewed and confirmed the completion of tasks identified in the Production Cutover Plan.	APS provides Final Go-Live Acceptance with Deliverable and Milestone Acceptance Certificate provided by Sierra-Cedar to APS

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 – Sierra-Cedar will provide eight weeks of production support after Go-Live.
- Go-Live Exception List – Sierra-Cedar and APS will resolve Go-Live Exception list.
- On-Demand Post-Implementation Support Services – Sierra-Cedar will provide up to 1500 hours of Support services to occur within twelve months after the initial Go-Live. These Support services may involve the support of production issues, development of new /existing reports, new/existing interfaces, new/existing customizations, additional training for new employees, etc. and will not relate to Punchlist items.

For the period of eight weeks from and including the date of APS’s first use of APS’s production environment, the parties will continue to meet weekly to review the implementation. Sierra-Cedar will provide production support inclusive of Defect resolution, end user operating assistance, technical support, help desk support, and troubleshooting user errors during the eight weeks of production support.

System processing of daily and monthly system functionality will have occurred by the end of the Post-Implementation support period. APS resources will increasingly take responsibility for resolving non-Critical deficiencies as part of the transition process of production support responsibilities from Sierra-Cedar to APS.

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 Sierra-Cedar will 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 Sierra-Cedar and APS 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 22: Post-Implementation Support

Deliverable Number: #22

Name: Post-Implementation 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 APS 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:

APS/Sierra-Cedar Role:

Description of Work Sierra-Cedar Tasks	APS Responsibilities	Work Products
1 Support APS 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 Sierra-Cedar to APS for eight weeks after each Rollout. Deliverable and Milestone Acceptance Certificate provided by Sierra-Cedar to APS 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 Sierra-Cedar 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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • Not applicable
Notes/Expectations: Sierra-Cedar will submit a fixed monthly project management deliverable consistent with deliverable payment schedule. Deliverable deemed accepted based on monthly performance of Governance and Project Management activities.

Project Governance and Management Procedures

The following section addresses project governance and project management procedures that shall be used with respect to this SOW.

Project Management Responsibilities

The following section shows the respective project management responsibilities for both APS and Sierra-Cedar in overseeing the completion of Deliverables and Milestones.

Project Schedule

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

Status Reports

Working with APS, Sierra Cedar 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

Sierra Cedar's Project Manager will also review project progress and status with the project leads and team members for both Sierra Cedar and APS on a weekly basis.

Meetings

APS and Sierra-Cedar 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.

Meetings

Type of Meeting	Frequency	APS Attendees	Sierra-Cedar Attendees
Kick-off	Once at the beginning of the project	APS's Project Manager, APS's project team members, and other APS employees	Sierra-Cedar's Project Director and Project Manager, and Sierra-Cedar's project team

Type of Meeting	Frequency	APS Attendees	Sierra-Cedar Attendees
Weekly Status Meeting	Weekly, on the workday, and at the time, mutually agreed upon by the Parties	APS Project Manager/ the core APS Project Team Members/other invited APS employees	Project Manager/Project Team members (as necessary)
Broad Project Update Meetings	Quarterly or as needed	APS stakeholders from all departments (may be part of a larger APS 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	APS's Project Manager and APS's project executives and project sponsors	Sierra-Cedar's Project Director and Project Manager
Project Close-out	As scheduled in the Project Schedule, at completion of every phase of the project	APS's Project Manager and APS's project executives and project sponsors	Sierra-Cedar's Project Director and Project Manager

Meeting Agendas

When possible, Sierra Cedar personnel will provide meeting agenda items to APS Project Manager at least five business days prior to any scheduled onsite or remote session/meeting.

Meeting Agendas will include:

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

Risks and Issue Log

APS and Sierra Cedar will maintain a list of risks and issues (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 Sierra Cedar and APS 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

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

APS and Sierra Cedar Project Managers will review the Risks and Issues Log weekly. During the critical phases of the project, APS and Sierra Cedar 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 Sierra Cedar and APS's implementation team.

Deliverable/Milestone Acceptance Processes

Sierra-Cedar shall consult with appropriate APS personnel regarding intermediate versions of Work Product and Deliverables and collaborate with appropriate APS personnel on design decisions relating to the project. Final Deliverables will be submitted by Sierra-Cedar for approval to APS's Project Manager and the applicable Functional Leads. Similarly, Sierra-Cedar shall notify APS'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 APS's approval of any given payment-related milestone or deliverable, Sierra-Cedar shall submit an invoice to APS in accordance with the provisions of this SOW.

Deliverable/Milestone Approval

APS 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, APS will have three 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 APS and Sierra-Cedar to the Deliverable and Milestone Acceptance Certificate. If APS fails to accept or reject a Deliverable or Milestone within the Acceptance Period, Sierra-Cedar shall notify APS of its failure to respond. If APS does not respond within a total of ten business days from the date on which Sierra-Cedar presents the Deliverable and Milestone Acceptance Certificate, APS will be deemed to have accepted the Deliverable or Milestone. If APS does not approve the Deliverable or Milestone, it must provide consolidated written feedback to Sierra-Cedar regarding any deficiencies in the Deliverable or Milestone and modifications APS believes are necessary to remedy such deficiencies. Sierra-Cedar will then have five business days or as mutually agreed between APS and Sierra-Cedar to take corrective action on the Deliverable or Milestone and resubmit to APS for approval. APS will not unreasonably withhold acceptance of a Deliverable or Milestone that has been materially corrected. If Sierra-Cedar disputes APS 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 APS'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 A of Scope of Work or as mutually agreed in the RTM 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. Sierra-Cedar will present APS with the Certificate of Go-Live Authorization when Pre-Live Testing is complete. APS will have three 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 Sierra-Cedar in writing of the deficiencies in the Go-Live Authorization Certificate within the three-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 APS and is released for usage to all or part of APS’s user community.

Go-Live Acceptance

“Go-Live Acceptance” means APS’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. Sierra-Cedar will then present APS with the Certificate of Go-Live Acceptance for review. This Certificate will not be presented earlier than one month after the Go-Live date. APS will have three business days (“Acceptance Period”) to review and execute or reject the Certificate of Go-Live Acceptance. If APS does not execute the Certificate of Go-Live Acceptance, it must inform Sierra-Cedar in writing of the deficiencies in the Go-Live Acceptance Certificate within the Acceptance Period. If APS has not responded to the Certificate of Go-Live Acceptance within ten business days, the Certificate will be deemed executed.

Post-Implementation Support

For the period of eight weeks from and including the date of APS’s first use of APS’s production environment, the parties will continue to meet weekly to review the implementation. Sierra-Cedar will provide post-implementation support inclusive of Defect resolution, end user operating assistance, technical support, help desk support, and troubleshooting user errors during the eight weeks of production support after each Rollout. The tasks and responsibilities for Production Support are set forth in greater detail in Deliverable 20: Post-Implementation Support.

For the avoidance of doubt, Sierra-Cedar shall remain obligated to resolve any Critical Defects that were identified prior to the expiration of the eight-week period provided in this section.

During the eight weeks of post-implementation support, APS will have access to the following Sierra-Cedar resources, as needed:

- Project Manager
- Financials Consultant
- Procurement Consultant
- Projects & Grants Consultant
- Human Resources Consultant
- Benefits Consultant
- Payroll Consultant

- Time & Absence Consultant
- Technical Lead Consultant
- Planning and Budgeting Functional Consultant

It is expected that APS 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-implementation 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.
- Sierra-Cedar will work in conjunction with APS staff to resolve Defects as documented in the Post Implementation Report.
- Sierra-Cedar will provide documentation and specification updates, as well as walkthroughs associated with Defect resolutions.

Facilities/Tools/Equipment Requirements

The following are the minimum facility requirements that Sierra-Cedar needs to properly deliver the Services identified in this SOW. APS will provide these facilities and equipment to Sierra-Cedar prior to work being initiated, and APS’s facilities provided to Sierra-Cedar hereunder will be at least equivalent to those provided by APS to its own employees for similar purposes. APS will also be responsible for all costs associated with use of its facilities, including all charges incurred by APS from third parties for the installation and use of telephones and network connections for project purposes only.

Facilities provided by APS for the project team hereunder will only be accessible to Sierra-Cedar’s authorized personnel, authorized APS personnel, and APS-authorized third parties. The office areas provided by APS will be fitted by APS with locks, card key entry, or electronic security pads, as APS deems appropriate for security purposes. At a minimum, APS will provide Sierra-Cedar’s personnel with access to locked areas in which to store sensitive information when it is not being used or when Sierra-Cedar’s personnel are not on-site at APS’s facilities. APS will also provide Sierra-Cedar with reasonable access to APS’s conference rooms, cafeterias, parking, and other similar facilities, at no charge or at a charge commensurate with that charged by APS to its own employees.

Sierra-Cedar requires the following facilities and equipment for its Project Team, while onsite at APS facilities during the project:

Facilities, Tools & Equipment

Facility/Tool/Equipment	Description
Individual Workspace	Each onsite Sierra-Cedar consultant will need a workspace. Whether all Sierra-Cedar personnel are grouped together or distributed in the various APS business areas is up to APS and how its available workspace is allocated. It is recommended that the functional consultants be located with their APS counterparts, if possible. Each consultant workspace should have a desk with Internet access.
Connectivity	APS will provide the proper Connection/VPN/Citrix and network access to perform the project related activities.
Email / Scheduling Tools	Sierra-Cedar consultant will have access to APS's email system and an APS email address for communicating with the project team. In addition, a scheduling tool for meetings, such as Microsoft Outlook.
Conference Rooms	APS will provide at least one conference room dedicated to the project, for conducting project meetings. A speakerphone should be available in the conference room(s).
Printers	Access to laser jet printer (or equivalent) connected to each APS-provided computer, for project purposes.
Copy Machines	Access to copy machine for project purposes.

Security Access Requirements

APS will provide Sierra-Cedar with appropriate security access to APS's designated work location throughout the term of this SOW. Office hours at the Project Team Site in APS's Building are from 8:00 a.m. to 5:00 p.m., Eastern Time, each Monday through Friday, excluding APS holidays. Sierra-Cedar's personnel will have access to their work areas in this building during these times. Additionally, APS will provide Sierra-Cedar resources remote access to APS networks and Oracle environments. APS will provide appropriate security access to Sierra-Cedar project personnel for all areas for which such access is required, within, for any given member of Sierra-Cedar's project team, three business days after such person's assigned start date.

Engagement Assumptions

The Scope of Work is based on the following requirements and assumptions. Should any of these assumptions not hold true during the course of the project, Sierra-Cedar may escalate the matter to APS management in accordance with the dispute resolution provisions of the Agreement.

Resources and Decision Making

1. Sierra-Cedar assumes that APS resources will have the appropriate APS 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 APS will be crucial to meeting the estimated time and costs in this SOW, as such, APS will make every reasonable effort to make critical decisions in a timely manner (within three business days or as mutually agreed between Sierra-Cedar and APS) so as not cause delays to the project schedule.
3. APS and Sierra-Cedar 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 Sierra-Cedar Project Director will oversee all resources, deliverables, and commitments for which Sierra-Cedar is responsible and will validate appropriate collaboration across entities. APS Business Sponsor will actively advocate for and support this project and will oversee the resources and commitments of APS and validate the appropriate collaboration across entities. APS responsibilities include APS staff, deliverables, commitments, communication of the project objectives, assignment of appropriate staffing to the project, and resolution of escalated issues. APS and Sierra-Cedar will both participate in the Steering Committee.
4. APS Project Manager will serve as the single point of contact for APS 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 APS in a timely manner consistent with Milestone / Deliverable Approval section of this SOW so as not to cause delays to the project schedule. Sierra-Cedar and APS will share project management responsibilities.
5. Sierra-Cedar's Project Manager will control Sierra-Cedar project team travel. Sierra-Cedar'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. APS 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. APS's Oracle procurement will include Oracle Integration Cloud (OIC) and associated Autonomous Transaction Processing database to support project development activities.
2. Decisions made during Phase 1 – Calibrate will be the basis for subsequent implementation tasks. The completion of the Requirements Traceability Matrix (RTM) will be a critical milestone for the project, and APS approval of the RTM 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 RTM may increase the project schedule, scope, timeline, and personnel requirements. To the extent that such a change incurs actual additional costs to Sierra-Cedar, 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, APS will be responsible for verifying that User training complies with the Americans with Disabilities Act of 1990, as amended (“ADA”). Sierra-Cedar will work with APS as a contributor and advisor to assist APS with meeting ADA requirements. This means that Sierra-Cedar will not be responsible for ADA compliance with respect to APS’s facility; nor will Sierra-Cedar have primary responsibility for ADA compliance with respect to training materials / documentation and training delivery. The issues for which Sierra-Cedar 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 Sierra-Cedar assumes no responsibility.) APS will provide the necessary training facilities, along with the required training scheduling tools, for end-user training and train-the-trainer training. Additionally, APS will be responsible for producing any printed training materials for the Users.
4. Single Sign-On (SSO) setup and deployment is completed via Self-Service utilizing the SSO Configuration page from My Services in Oracle Cloud. APS is responsible for this configuration and deployment of SSO. Sierra-Cedar will provide guidance and work with Oracle for successful SSO integrations with Oracle Cloud.
5. The following Oracle Cloud Applications configuration assumptions are provided based on the information provided to Sierra-Cedar. If the specifications or assumptions upon which we have relied change during the course of the project, a change request may result. Implementation includes configuration of:
 - a. To support the conversion of all historical Workers and Retiree records who have had an active status within the last 12 months from the Go-Live date, Employee Assignment information (such as Job, Position, Salary Grade, Costing, Departments, Locations, Organizations, etc.) must be converted from Oracle e-Business Suite (EBS) into Oracle HCM without modifications.
 - b. Active leave types and active accruing time off plans (such as vacation and sick). All Absence Management accrual policies and rules will be finalized before the end of the Calibrate Phase.
 - c. Implementation includes configuration of up to 15 benefit plans for active benefits providers. All benefit plan policies and rules (such as medical, dental, vision) are configured and deployed along with Core Human Resources Cloud. All benefit plan policies and rules will be finalized before the end of the Calibrate Phase
 - d. Time Management will include time entry codes policies/rules calculated within Oracle Time and Labor Cloud Service. All Time and Labor policies and rules for Payroll processing (pay and deduction elements) will be finalized by the end of the Calibrate Phase.
 - e. APS payroll processing includes one FEIN (state of Virginia) encompassing approximately 7,000 employees (including approximately 5,000 full-time and up to 2,000 substitutes employees). Pay, deduction, and absence elements will be configured and deployed using up to 150 standard element configuration definitions and up to 50 fast formula rules to accomplish union pay requirements. Retiree payments are not required to be processed through APS payroll.
 - f. EPM Cloud
 - i. The planning models included in scope for the EPM Cloud implementation will include the following:

1. Operating – To facilitate fund-level planning and consolidated reporting.
 2. Position – To facilitate planning of salaries and other compensation-related elements by position.
 3. Capital Improvement Plan (CIP) – To facilitate budgeting for the capital improvement plan and consolidated reporting.
- ii. To facilitate the implementation of the planning models, we have included the following Oracle EPM Cloud Software Components: Planning and Budgeting, Narrative Reporting, and SmartView.
 - iii. Security
 1. The EPM security build will be based upon a security matrix filled out by the Client.
 - iv. Data integration
 1. Sierra-Cedar will load historical Actual, and Budget financial data sourced from the GL via the Planning data integration tools.
 2. Current positions will be loaded as starting point for position budget.
 3. A custom HCM data extract report will used to load employee and position data using the Planning data integration tools.
 4. Metadata will be maintained through flat file loads and SmartView.
6. Requirements fulfilled by Oracle Cloud Applications outside of the Scope of Services in this SOW are excluded from the implementation.

Schedule

1. Sierra-Cedar cannot be held responsible for project delays beyond its control which are caused by APS, including but not limited to other APS projects or any third parties. If Sierra-Cedar incurs additional costs due to a project delay caused by APS or a third party, a change order may be required.
2. Sierra-Cedar’s pricing for this SOW assumes a September 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 APS’s Steering Committee and Sierra-Cedar.
3. Sierra-Cedar and APS 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. APS Business Sponsor will approve the project Go-Live consistent with Go-Live Authorization provided in the Transition Phase of this SOW.

General

1. APS 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 Sierra-Cedar to the Steering Committee for approval.
2. APS will provide Sierra-Cedar and APS’s relevant team members with access to APS’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. Sierra-Cedar 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, Sierra-Cedar will have a right to use data extracts from the implementation, regardless of who develops the extracts, for use on future Sierra-Cedar delivered projects.

4. APS will adopt a common set of standardized business processes for all divisions/departments in scope. APS stakeholders will be responsible for resolving conflicting requirements between APS divisions/departments during the project in a timely manner.
5. APS has sole responsibility for the networking and telecommunications environment in supporting Oracle Cloud Applications. Sierra-Cedar will not be responsible for project delays resulting from the networking and telecommunications environment.
6. APS 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).

Appendix A: Requirements Eligible for Implementation

The baseline RTM defines requirements eligible for implementation from the subset of requirements detailed in the RFP Response to APS. Requirements for which Oracle has indicated as available in the Oracle Cloud Applications (defined as Standard) is provided and defines requirements eligible for implementation. Sierra-Cedar's estimate and pricing is based on the information provided in this Contract at Attachment I- APS Human Resources Management Requirements for Cloud and Attachment H- APS Finance and Management Services Requirements, Oracle's positive responses to available features in achieving APS requirements, Sierra-Cedar's experience in Oracle Cloud Applications implementations, and the scope defined by the below requirements.

Appendix B: Contract Requirements for Reports and Integrations

The Integrations and Reports outlined in the RFP are attached in the spreadsheets embedded in Appendix B. The integrations in these 2 spreadsheets (Attachment J- Schedule B-1 APS-Finance -Reports -Integrations - Customizations, and Attachment K-Schedule B-2 APS-Human Resources Reports -Integrations -Customizations) are summarized in the Integration scope section of this SOW. The Reports scope section of the SOW includes up to 50 custom reports for APS to be designed and developed by Sierra-Cedar. APS will prioritize the reports from these 2 embedded spreadsheets that will be developed by Sierra-Cedar.

End of Scope of Work

Attachment B

Pricing Schedule

Implementation Services	
Planning and Design Services (Note 1)	\$943,745.00
Configure-Build-Test Services (Note 2)	\$3,424,702.00
Deployment and Initial Support (Note 2)	\$748,535.00
Organizational Change Management and Training Services (Note 2)	\$264,815.00
Governance and Project Management Services (Note 2)	\$614,815.00
Project Grand Total	\$5,996,297.00
<p>(Note 1) Planning and Design incorporating all functional and technical requirements described as part of Contract.</p> <p>(Note 2) For all functional and technical requirements described as part of Contract, excluding Optional Services - Note 3</p>	
Additional General Tools for Implementation	
Includes costs for additional tools (e.g., automated testing tool, data conversion tool, integration platform, etc.) needed for the successful execution of the program that are not included in the Implementation Services cost section.	
Additional General Tools for Program Implementation	\$38,941.00
Optional Implementation Services (Note 3)	
APS will make decision about the inclusion or exclusion of each of the following functional areas before moving to Configure-Build-Test phase	
Data Conversion - all years for dataset defined as part of data Conversion requirements (Attachment J and K)	0\$
TimeClock Solution (5 sites - 500 users in Total)	\$ 56,761.15
1,500 hours post-production support at no cost to APS. Any additional hours of support will be charged at \$107.5 per hour (\$53,750 for each 500 Hour)	
(Note 3) Including Configure-Build-test; Deployment and Initial Support ; Organizational Change Management and Training; and Governance and Project Management	

Additional General Tools for Implementation

Tools Name	Description	Purpose and Benefit	Included in Implementation Services Pricing (Yes/No)	Price (If not Included in Pricing)
*Optional - ADP SmartCompliance Tax Filing and W02 Services	*Optional - ADP SmartCompliance is a cloud-based platform of outsourced services that works with Oracle Cloud Payroll to help organizations maintain compliance with key tax, employment and payroll-related laws, mitigate risk, improve efficiencies and drive growth.	*Optional - ADP's Smart Compliance Tax Filing and W-2 services provide:	No	One-time Fee - \$4,800.00 Annual Fee - \$19,920.00

Milestone Payment Plan

#	Major Milestone Name / Description	Deliverable	Estimate timing Year/Month	Major Milestone Fees
1	Project Management and Governance Monthly Milestone	Project Management and Governance Month 1	23-Sep	\$ 36,200.00
2	Project Management and Governance Monthly Milestone	Project Management and Governance Month 2	23-Oct	\$ 36,200.00
3	Project Management and Governance Monthly Milestone	Project Management and Governance Month 3	23-Nov	\$ 36,200.00
4	Project Management and Governance Monthly Milestone	Project Management and Governance Month 4	23-Dec	\$ 36,200.00
5	Project Management and Governance Monthly Milestone	Project Management and Governance Month 5	24-Jan	\$ 36,200.00
6	Project Management and Governance Monthly Milestone	Project Management and Governance Month 6	24-Feb	\$ 36,200.00
7	Project Management and Governance Monthly Milestone	Project Management and Governance Month 7	24-Mar	\$ 36,200.00
8	Project Management and Governance Monthly Milestone	Project Management and Governance Month 8	24-Apr	\$ 36,200.00
9	Project Management and Governance Monthly Milestone	Project Management and Governance Month 9	24-May	\$ 36,200.00
10	Project Management and Governance Monthly Milestone	Project Management and Governance Month 10	24-Jun	\$ 36,200.00
11	Project Management and Governance Monthly Milestone	Project Management and Governance Month 11	24-Jul	\$ 36,200.00
12	Project Management and Governance Monthly Milestone	Project Management and Governance Month 12	24-Aug	\$ 36,200.00
13	Project Management and Governance Monthly Milestone	Project Management and Governance Month 13	24-Sep	\$ 36,200.00
14	Project Management and Governance Monthly Milestone	Project Management and Governance Month 14	24-Oct	\$ 36,200.00

Milestone Payment Plan				
#	Major Milestone Name / Description	Deliverable	Estimate timing Year/Month	Major Milestone Fees
15	Project Management and Governance Monthly Milestone	Project Management and Governance Month 15	24-Nov	\$ 36,200.00
16	Project Management and Governance Monthly Milestone	Project Management and Governance Month 16	24-Dec	\$ 36,200.00
17	Project Management and Governance Monthly Milestone	Project Management and Governance Month 17	25-Jan	\$ 36,200.00
18	Calibrate Phase - Kickoff Agenda and Meeting	Kickoff Agenda and Meeting	23-Sep	\$ 150,000.00
19	Calibrate Phase - Project Management Plan	Project Management Plan	23-Oct	\$ 150,000.00
20	Calibrate Phase - Project Schedule	Project Schedule	23-Oct	\$ 150,000.00
21	Configure Phase - Requirements Traceability Matrix	Requirements Traceability Matrix (ERP)	24-Mar	\$ 300,000.00
22	Configure Phase - Requirements Traceability Matrix	Requirements Traceability Matrix (HCM)	24-Mar	\$ 300,000.00
23	Configure Phase - Organizational Readiness Assessment	Organizational Readiness Assessment	24-Apr	\$ 200,000.00
24	Configure Phase - Technical Strategy	Technical Strategy	23-Nov	\$ 200,000.00
25	Configure Phase - Environment Strategy	Environment Strategy	23-Nov	\$ 200,000.00
26	Configure Phase - Conference Room Pilot Complete	Conference Room Pilot 1 Complete (ERP)	24-Jan	\$ 150,000.00
27	Configure Phase - Conference Room Pilot Complete	Conference Room Pilot 1 Complete (HCM)	24-Jan	\$ 150,000.00
28	Configure Phase - Conference Room Pilot Complete	Conference Room Pilot 2 Complete (ERP)	24-Mar	\$ 150,000.00
29	Configure Phase - Conference Room Pilot Complete	Conference Room Pilot 2 Complete (HCM)	24-Mar	\$ 150,000.00
30	Configure Phase - Technical Specifications-Conversions/Interfaces	Technical Specifications-Conversions (ERP)	24-Apr	\$ 250,000.00
31	Configure Phase - Technical Specifications-Conversions/Interfaces	Technical Specifications-Interfaces (ERP)	24-Jun	\$ 250,000.00
32	Configure Phase - Technical Specifications-Conversions/Interfaces	Technical Specifications-Conversions (HCM)	24-Apr	\$ 200,000.00
33	Configure Phase - Technical Specifications-Conversions/Interfaces	Technical Specifications-Interfaces (HCM)	24-Jun	\$ 200,000.00
34	Validate Phase - End User Training Strategy	End User Training Strategy	24-Jun	\$ 200,000.00
35	Validate Phase - Production Support Plan	Production Support Plan	24-Jul	\$ 125,000.00

Milestone Payment Plan				
#	Major Milestone Name / Description	Deliverable	Estimate timing Year/Month	Major Milestone Fees
36	Validate Phase - Test Scripts and Test Cases for System Testing and Integration Testing	Test Scripts and Test Cases for System Testing and Integration Testing (ERP)	24-Jun	\$ 250,000.00
37	Validate Phase - Test Scripts and Test Cases for System Testing and Integration Testing	Test Scripts and Test Cases for System Testing and Integration Testing (HCM)	24-Jun	\$ 250,000.00
38	Configure Phase - Technical Specifications-Reports	Technical Specifications-Reports (ERP)	24-Jul	\$ 75,000.00
39	Configure Phase - Technical Specifications-Reports	Technical Specifications-Reports (HCM)	24-Jul	\$ 75,000.00
40	Validate Phase - Test Scripts and Test Cases for Acceptance Testing	Test Scripts and Test Cases for Acceptance Testing (ERP)	24-Sep	\$ 250,000.00
41	Validate Phase - Test Scripts and Test Cases for Acceptance Testing	Test Scripts and Test Cases for Acceptance Testing (HCM)	24-Sep	\$ 250,000.00
42	Transition Phase - Cutover Plan	Cutover Plan	24-Nov	\$ 150,000.00
43	Transition Phase - Go-Live Authorization	Go-Live Authorization (ERP, HCM)	24-Dec	\$ 248,397.00
44	Configure Phase - Requirements Traceability Matrix	Requirements Traceability Matrix (EPM)	25- Mar	\$ 75,000.00
45	Validate Phase - Test Scripts and Test Cases for System Testing and Integration Testing	Test Scripts and Test Cases for System Testing and Integration Testing (EPM)	25- Apr	\$ 75,000.00
46	Validate Phase - Test Scripts and Test Cases for Acceptance Testing	Test Scripts and Test Cases for Acceptance Testing (EPM)	25-May	\$ 75,000.00
47	Transition Phase - Go-Live Authorization	Go-Live Authorization (EPM)	25-June	\$ 75,000.00
48	Phase 2 - Optimization Improvements	Phase 2 Optimization Improvements	25-Dec	\$ 57,500.00
Grand Total			\$ 5,996,297.00	

Hourly Rates				
#	Role	Seniority Level	Hourly Rate	Location
1	Project Manager	Level 3 - Senior (15+ yrs. experience)	\$200	USA
2	Organizational Readiness Lead	Level 3 - Senior (15+ yrs. experience)	\$165	USA
3	Training Development	Level 1 - Junior (2-5 yrs. experience)	\$85	USA
4	Functional Solution Architect	Level 3 - Senior (15+ yrs. experience)	\$185	USA
5	Functional Lead	Level 2 - Intermediate (5-15 yrs. experience)	\$165	USA
6	Functional Associate	Level 1 - Junior (2-5 yrs. experience)	\$85	USA
7	Technical Solution Architect	Level 3 - Senior (15+ yrs. experience)	\$185	USA
8	Technical Lead	Level 2 - Intermediate (5-15 yrs. experience)	\$165	USA
9	Technical Developer	Level 1 - Junior (2-5 yrs. experience)	\$85	USA
10	India Manager	Level 3 - Senior (15+ yrs. experience)	\$70	India
11	Functional Consultant	Level 3 - Senior (15+ yrs. experience)	\$60	India
12	Technical Developer	Level 2 - Intermediate (5-15 yrs. experience)	\$50	India

End of Pricing Schedule

Attachment C

Contractor Certification Regarding Criminal Convictions

As the official authorized to enter into this Contract on behalf of my organization, I certify that the Contractor, its employees, its sub-contractor(s) and their employees, who will have direct contact with students either on or off school property either during regular school hours or during school-sponsored activities during the performance of this Contract, has not been convicted of:

1. A felony or of any offense involving the sexual molestation, physical or sexual abuse, or rape of a child;
2. A sexually violent offense as defined in Va. Code Ann. § 9.1-902;
3. Any of the offense listed below occurring on or after July 1, 2006 in which the offender was more than three years older than the victim, when the offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan to commit, (i) abduction or kidnaping in violation of Va. Code Ann. § 18.2-47 or § 18.2-48, (ii) burglary in violation of Va. Code Ann. § 18.2-89, (iii) entering a dwelling house with intent to commit crimes in violation of Va. Code Ann. § 18.2-90 or Va. Code Ann. § 18.2-91, or (iv) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2., or (v) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof:
 - a. Rape of a child under 13 in violation of Va. Code Ann. § 18.2-61;
 - b. Forcible sodomy with a child under 13 in violation of Va. Code Ann. § 18.2-67.1; or
 - c. Object sexual penetration with a child under 13 in violation of Va. Code Ann. § 18.2-67.2; or
4. A conviction for a crime of moral turpitude.

I understand that a materially false statement regarding this certification is a Class 1 misdemeanor and that conviction of such misdemeanor shall result in the revocation of this Contract and of any related license that I may hold. I declare under penalty of perjury that the foregoing statements are true and correct.

This form must be completed by an authorized official for any organization contracting to provide services under a contract with the Arlington Public Schools or any of its schools or departments, or any subcontractor under such contractor.

Sierra-Cedar, LLC

Name of Offeror

1255 Alderman Drive

Alpharetta, GA 30005

Address of Offeror

(678) 385-7540

Telephone


Signature

Kevin Bryant, Chief Operating Officer

Name and Title (please type or print)

November 1, 2022

Date

End of Contractor Certification Regarding Criminal Convictions

Attachment D

Non-Disclosure and Data Security Agreements

The undersigned, an authorized agent of the Contractor and on behalf of Sierra-Cedar, LLC (Contractor) hereby agree that the Contractor will hold Arlington Public Schools (APS) provided information, documents, data, images, records and the like (hereafter “Information”) confidential and secure and to protect it against loss, misuse, alteration, destruction or disclosure. This includes but is not limited to the Information of the APS, its employees, contractors, residents, clients, patients, taxpayers and property as well as Information that the APS shares with Contractor for testing, support, conversion or other services provided under APS (the “Work” or “APS Contract” as applicable) or which may be accessed through other APS owned or controlled databases (all of the above collectively referred to herein as “Information” or “APS Information”).

In addition to the Data Security obligations set in the APS Contract, the Contractor agrees that it will maintain the privacy and security of the APS Information, control and limit internal access and authorization for access to such Information and not divulge or allow or facilitate access to APS Information for any purpose or by anyone unless expressly authorized. This includes but is not limited to Information that in any manner describes, locates or indexes anything about an individual including, but not limited to, his/her (hereinafter “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 that affords a basis of inferring personal characteristics, such as finger and voice prints, photographs, or things done by or to such individual, and the record of his presence, registration, or membership in an organization or activity, or admission to an institution (also collectively referred to herein as “Information” or “APS Information”).

Contractor also agree that it will not directly or indirectly use or facilitate the use or dissemination of Information (whether intentionally or by inadvertence, negligence or omission verbally, electronically, through paper transmission or otherwise) for any purpose other than that directly associated with its work under the Work. Contractor acknowledges that any unauthorized use, dissemination or disclosure of 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.

The Contractor agrees that it will not divulge or otherwise 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 Work. Contractor shall coordinate closely with the APS Project Officer to ensure that its authorization to its employees or approved subcontractors is appropriate, tightly controlled and that such person/s also maintain the security and privacy of Information and the integrity of APS networked resources.

Contractor agrees to take strict security measures to ensure that Information is kept secure, properly stored, that if stored that it is encrypted as appropriate, stored in accordance with industry best practices and otherwise protected from retrieval or access by unauthorized persons or unauthorized purpose. Any device or media on which Information is stored, even temporarily, will have strict security and access control. Any Information that is accessible will not leave the Contractor’s work site or the APS’ physical facility, if working onsite, without written authorization of the APS Project Officer. If remote access or other media storage is authorized, Contractor is responsible for the security of such storage device or paper files.

Contractor will ensure that any laptops, PDAs, netbooks, tablets, thumb drives or other media storage devices, as approved by the APS, and connected to the APS network are secure and free of all computer viruses or running the latest version of an industry standard virus protection program. Contractor will ensure that all passwords used by its employees or subcontractors are robust, protected and not shared. No Information may be downloaded except as agreed to by the parties and then only onto an APS approved device. Downloading onto a personally owned device is prohibited. Contractor agrees that it will notify the APS Project Officer immediately upon discovery, becoming aware or suspicious of any unauthorized disclosure of Information, security breach, hacking or other breach of this Non-Disclosure and Data Security Agreement, the APS Contract, APS policy, Contractor’s

security policies, or any other breach of Work protocols. The Contractor will fully cooperate with the APS to regain possession of any Information and to prevent its further disclosure, use or dissemination. The Contractor also agrees, if requested, to promptly notify others of a suspected or actual breach.

Contractor agrees that all duties and obligations enumerated in this Non-Disclosure and Data Security Agreement also extend to its employees, agents or subcontractors who are given access to APS Information. Breach of any of the above conditions by Contractor's employees, agents or subcontractors shall be treated as a breach by Contractor. Contractor agrees that it shall take all reasonable measures to ensure its employees, agents and subcontractors are aware of and abide by the terms and conditions of this Non-Disclosure and Data Security Agreement and related data security provisions in the APS Contract.

Contractor agrees that it shall maintain administrative safeguards and disaster recovery procedures that are industry standard and are designed to protect the confidentiality, privacy, and security of APS Information and APS networked resources within the custody and control of Contractor. Further, Contractor agrees to comply with all local, state and federal law and regulatory requirements applicable to its custody and control of APS Information and APS networked resources

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

Authorized Signature: _____



Printed Name and Title: Dale Coggins, SVP

Date: 9.8.23 _____

End of Non-Disclosure and Data Security Agreement

Attachment E

Contract Terms and Conditions

The Contract with the successful Offeror (“Contractor”) will contain the following Contract terms and conditions, with incomplete information to be added based upon the final negotiations between APS and the successful Offeror. Offerors who propose to use additional or modified language must include such language with their Proposal. Arlington Public Schools is referred to herein as “APS”. Non-Negotiable, Mandatory Provisions Required by Virginia Law or the Procurement Resolution are Indicated by Aa Asterisk (“*”). The final agreement is subject to review by the APS Attorney prior to being submitted to the successful Offeror for signature.

1. Standard of Care

In the performance or furnishing of services hereunder, the Contractor and its agents shall exercise the degree of skill and care normally accepted as practices and procedures by members of the same profession for provision of the Work.

2. Responsibility of the Contractor

The Contractor shall be responsible for the quality, technical accuracy, and the coordination of all deliverables and other services furnished by the Contractor under this Contract; provided, however, the parties acknowledge that the services are joint, iterative, and interactive, such that the intentional or unreasonable delay by one party in fulfilling its obligations may delay the other party. No such delay will violate the ‘time is of the essence’ provision.

3. Responsibility for Claims and Liabilities

APS’ review, approval, or acceptance of, or payment for, any services or deliverables required under this Contract shall not be construed to operate as a waiver by APS of any rights or of any cause of action arising out of the Contract. The Contractor shall be and remains liable to APS for the accuracy and competency of deliverables, plans, specifications, or other documents.

4. Payment

Contractor will be paid upon acceptance of the submission of a complete invoice satisfactory to the Project Officer which meets the requirements of this section and other applicable provisions of the Contract. Payment is on a deliverable basis. APS will pay the Contractor within thirty (30) calendar days after the date of receipt of a correct invoice for such accepted Deliverables. The number of the Purchase Order shall appear on all invoices.

5. Project Officer

The performance of the Contractor is subject to the review and approval of the APS Project Office (“Project Officer”) pursuant to the acceptance process set forth in the applicable Statement of Work. The Project Officer shall be appointed by the Director of the Arlington APS department requesting the Work under this Contract. It shall be the responsibility of the Contractor to manage the details of the execution and performance of its work under the Contract Documents, except as otherwise set forth herein and in the applicable Statement of Work.

6. Adjustments for Change in Scope

APS may order changes in the Work within the general scope of the Work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the Work or of the Contractor's services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by APS and the Contractor. If the Contractor believes that any particular work is not within the scope of the Work or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer after the change or event occurs and within ten (10) calendar days thereafter must provide written notice to the Project Officer. The Contractor’s notice must provide to the Project Officer the amount of additional compensation claimed, together with the basis therefore and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a Proposal complying with

this subSection has been submitted in the time specified above and a written amendment has been signed by APS and the Contractor and an APS Purchase Order is issued covering the cost of the services to be provided under the amendment.

7. Additional Services

The Contractor shall not be compensated for any goods or services provided except those included in the Contract Documents and included in the Contract Amount unless those goods or services are covered by a written amendment to this Contract signed by APS and the Contractor and an APS purchase order is issued covering the expected cost of such services.

APS may determine the need for additional work by the Contractor. Upon a request from APS, the Contractor shall prepare a cost Proposal for any such work. No Additional Services shall be performed unless a written amendment to this Contract has been executed by both parties.

8. Reimbursable Expenses

All expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

9. Reimbursable Travel-Related Expenses

All travel-related expenses shall be included in the firm fixed price for provision of the Work for APS. APS shall not approve any request for reimbursement of travel-related expenses submitted by the Contractor.

Non-reimbursable Expenses: The following expenses are not allowable for reimbursement and should not be included in firm fixed price:

1. Alcoholic beverages
2. Personal phone calls
3. Self-entertainment activities (i.e. pay TV, movies, night clubs, health clubs, theaters, bowling)
4. Personal expenses (i.e. laundry, valet, haircuts)
5. Personal travel insurance (i.e. life, medical, or property insurance) for air fare or rental cars.
6. Auto repairs, maintenance and insurance costs for personal vehicles
7. Travel expenses incurred to obtain or maintain training and/or certificates that are not associated with an employee's job requirements.

10. Payment of Subcontractors

The Contractor is obligated to take one of the two following actions within seven (7) calendar days after receipt of amounts paid to the Contractor by APS for work performed by any subcontractor under this Contract:

- a. Pay the subcontractor for the proportionate share of the total payment received from APS attributable to the work performed by the subcontractor under this Contract; or
- b. Notify APS 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 that remain unpaid after seven (7) calendar days following receipt by the Contractor of payment from APS for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts 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 the above provisions may not be construed to be an obligation of APS. 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.

11. Non-Appropriation

All funds for payments by APS under this Contract are subject to the availability of an annual appropriation for this purpose by Arlington County School Board (School Board). In the event of non-appropriation of funds by the School Board for the goods or services provided under this Contract, or substitutes for such goods or services which are as advanced or more advanced in their technology, APS will terminate the Contract, without termination charge or other liability to APS, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) calendar days prior written notice, but failure to give such notice shall be of no effect and APS shall not be obligated under this Contract beyond the date of termination specified in APS's written notice.

12. APS Purchase Order Requirement

APS purchases are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering school or department has sufficient funds available to pay for the purchase. Such a Purchase Order is to be provided to the Contractor by the order agency. APS will not be liable for payment for any purchases made by its employees without appropriate purchase authorization issued by APS Procurement Agent. Contractors providing goods or services without a signed APS Purchase Order do so at their own risk and expense. Purchase orders will not have any effect on the obligations of the parties or otherwise modify the Agreement or this SOW. Notwithstanding the content of Attachment G, the parties agree that while the Purchase Order confirms that funding is available, any reference to terms and conditions contained in the Purchase Order shall be inapplicable to this Agreement.

13. Replacement or Augmentation of Key Personnel and Subcontractors

The key personnel and subcontractors agreed upon by APS prior to execution of the Contract by the APS Procurement Agent, are considered essential to the Contract. The Contractor may not replace, substitute or augment any key personnel or subcontractor without prior written approval of APS. A request to replace or substitute any key personnel or subcontractor for any reason, shall be provided to the APS Project Officer at least fifteen (15) calendar days in advance of such proposed replacement or substitution and the request shall contain sufficient justification, including identification of the proposed replacement or substitute and their qualifications, in sufficient detail to permit evaluation by APS.

Additionally, the Contractor shall not remove or replace the approved Project Manager without written approval of APS. In cases of the approved Project Manager's prolonged illness or other extended leave of absence, Contractor shall provide an interim Project Manager whose continued work on the Work shall be subject to approval by APS.

In the event of the Project Manager's resignation or termination from the Contractor's employment, the Contractor shall replace the Project Manager with an individual with similar qualifications and experience and only with APS' prior written approval. APS will not unreasonably deny any request received to replace or substitute any key personnel or subcontractor.

14. Project Staff

APS has the right of reasonable rejection and approval of staff or subcontractors assigned to the Work by the Contractor. If APS reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or subcontractors satisfactory to APS in a timely manner and at no additional cost to APS. The day-to-day supervision and control of the Contractor's employees, and employees of any of its subcontractors, shall be the sole responsibility of the Contractor.

15. Supervision by Contractor

The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract and shall only employ on the Work persons reasonably proficient in the work assigned.

16. Employment Discrimination by Contractor Prohibited

During the performance of this Contract, the Contractor agrees as follows:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. 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. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an Equal Opportunity Employer.
- C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- D. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.
- E. The Contractor will include the provisions of the foregoing subsections in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontract or vendor.

17. Employment of Unauthorized Aliens Prohibited

In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Contract for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

18. Drug-Free Workplace to be Maintained by Contractor

During the performance of the Work pursuant to this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's 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 violations of 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 over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a Contractor by APS in accordance with the Procurement

Resolution, the employees of which Contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

19. Termination for Cause, Including Breach and Default; Cure

If APS determines that the Contractor has failed to perform its obligations under the applicable Statement of Work satisfactorily, then APS 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 APS (“Cure Period”). If the Contractor fails to cure within the Cure Period, APS 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 APS Project Officer within 30 days after the expiration of the Cure Period. APS 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 APS for failure to perform satisfactorily, and except as otherwise directed by APS, the Contractor must continue to provide its services as previously scheduled through the termination date, and APS 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.

20. Termination for the Convenience of APS

The performance of work under this Contract may be terminated by the Procurement Agent in whole or in part whenever the Procurement Agent shall determine that such termination is in APS' best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least fifteen (15) calendar days before the date of termination, specifying the extent to which performance of the Work under this Contract is terminated and the date upon which such termination becomes effective. The Contractor will be entitled to receive compensation for all Contract services performed by Contractor pursuant to applicable Statement of Work and allocable to the Contract prior to such termination and any other termination costs as negotiated by the parties, but no amount shall be allowed for anticipatory profits.

After receipt of a notice of termination and except as otherwise directed, the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to APS; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

21. Indemnification (Note: Virginia does not permit the indemnification of others; cross indemnity provisions are not acceptable). The Contractor covenants for itself, its employees and its subcontractors to indemnify APS and all of its elected and appointed officials, officers, current and former employees, agents, departments, agencies, boards and commissions (collectively “APS 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 APS for all resulting payments and expenses, including reasonable attorneys’ fees.

22. Intellectual Property Indemnification

The Contractor warrants and guarantees that no intellectual property rights (including, but not limited to, copyright, patent, mask rights and trademark) of third parties are infringed or in any manner involved in or related to the services provided hereunder.

The Contractor further covenants for itself, its employees, and subcontractors to save, defend, hold harmless, and indemnify APS, and all of its officers, officials, departments, agencies, agents, and employees from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's

fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented invention, process, or article manufactured or used in the performance of this Contract, including its use by APS. If the Contractor, or any of its employees or subcontractors, uses any design, device, work, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract Amount includes all royalties, licensing fees, and any other costs arising from the use of such design, device, work, or materials in any way involved with the Work. This duty to save, defend, hold harmless and indemnify shall survive the termination of this Contract. If, after Notice by APS, the Contractor fails or refuses to fulfill its obligations contained in this section, the Contractor shall be liable for and reimburse APS for any and all expenses, including but not limited to, reasonable attorney's fees incurred and any settlements or payments made. The Contractor shall pay such expenses upon demand by APS and failure to do so may result in such amounts being withheld from any amounts due to Contractor under this Contract.

23. Copyright

The Contractor hereby irrevocably transfers, assigns, sets over and conveys to APS all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Contract. The Contractor further agrees to execute such documents as APS may request to affect such transfer or assignment.

Further, the Contractor agrees that the rights granted to APS by this Subsection are irrevocable. Notwithstanding anything else in this Contract, the Contractor's remedy in the event of termination of or dispute over the terms of this Contract shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this Subsection. Similarly, no termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" Subsection.

The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Contract is prohibited unless APS approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this Subsection as part of any contract they enter into with the Contractor for work related to work pursuant to this Contract. Nothing in this Contract is intended to affect Contractor's rights in its pre-existing intellectual property or its right to use know-how learned in the course of this Contract.

24. Ownership and Return of Records

This Contract confers no ownership rights to the Contractor nor any rights or interests to use or disclose APS' data or inputs.

The Contractor agrees that all drawings, specifications, blueprints, data, information, findings, memoranda, correspondence, documents or records of any type, whether written or oral or electronic, and all documents generated by the Contractor or its subcontractors as a result of APS' request for services under this Contract, are the exclusive property of APS ("Record" or "Records"), and all such Records shall be provided to and/or returned to APS upon completion, termination, or cancellation of this Contract. The Contractor shall not use, willingly allow, or cause such materials to be used for any other purpose other than performance of all obligations under the Contract without the written consent of APS. Additionally, the Contractor agrees that the Records are confidential records and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or his or her designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or his or her designee for response. At APS' request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at APS's request, shall destroy all computer records created as a result of APS' request for services pursuant to this Contract.

The Contractor agrees to include the provisions of this section as part of any contract or agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Contract. No termination of this Contract shall have the effect of rescinding, terminating or otherwise invalidating this section of the Contract.

25. Confidential Information

The Contractor, and its employees, agents, and subcontractors, hereby agree to hold as confidential all APS information obtained as a result of its Work under this Contract. Confidential information includes, but is not limited to, nonpublic personal information, personally identifiable health information, social security numbers, proprietary systems, addresses, dates of birth, other contact information or medical information about a person's, information pertaining to products, operations, systems, customers, prospective customers, techniques, intentions, processes, plans, expertise and any information entrusted to any affiliate of the parties. The Contractor shall take reasonable measures to ensure that all of its employees, agents, and subcontractors are informed of, and abide by, this requirement.

All student data is considered to be confidential under any resulting Contract as well as under the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g et seq., and any other federal or state statutes or regulations pertaining to student records, and will only be released in accordance with the applicable laws and regulations. Student data shall include all metadata, forms, logs, cookies, tracking pixels, user content, and Personally Identifiable Information (PII), Education Records as defined by the Family Educational Rights and Privacy Act ("FERPA"), and other non-public information relating directly to APS students. All student data received by the Contractor shall be maintained by the Contractor in a secure location, in accordance with the Student Data Usage and Privacy Agreement.

The Contractor also agrees that it will not directly or indirectly use or facilitate the use or dissemination of student data (whether intentionally or by inadvertence, negligence or omission verbally electronically, through paper transmission or otherwise), for any purpose other than that directly associated with its officially assigned duties pursuant to any resulting Contract. Contractor is aware that unauthorized use or disclosure of student data is prohibited and, in addition, may also constitute a violation of Virginia law (e. g. the Government Data Collection and Dissemination Practice Act, formerly called the Privacy Protection Act, VA Code §2.2-3800 et seq., and the Secrecy of Information Act, VA Code §58.1-3, which may be punishable by a jail sentence of up to six (6) months and/or a fine of up to \$1,000,000.).

26. HIPAA Compliance

The Contractor shall comply with all applicable legislative and regulatory requirements 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 shall be designated a Business Associate pursuant and will be required to execute an APS Business Associate Agreement. If Contractor engages a subcontractor or subcontractors in the performance of the Scope of Work under any resulting Contract, the Contractor shall enter into an agreement with each of its subcontractors pursuant to 45 C. F. R. §164.3082(b) and the Health Information Technology for Economic and Clinic Health (HITECH) Act §13401 that is appropriate and sufficient to require each subcontractor to protect the Protected Health Information (PHI) to the same extent required of Contractor under APS's Business Associate Agreement and in a form approved by APS. HITECH defines PHI as individually identifiable and maintained by a covered health care provider, health plan, or health care clearinghouse. See 45 C.F.R 160.103 and 164.501. The Contractor shall ensure that its subcontractors notify the Contractor, immediately, of any breaches in security regarding the PHI.

The Contractor takes full responsibility for any failure to execute the appropriate agreements with its subcontractors to comply with the existing and or future regulations of HIPAA and/or HITECH, and shall indemnify APS in accordance with the Indemnification clause in this section.

27. Data Security

The Contractor agrees that it shall hold all APS data obtained or accessed as a result of its work under this Contract confidential in accordance with the Nondisclosure and Data Security Agreement attached hereto. If individual employees or subcontractors of the Contractor are performing work under this Contract on APS-owned property, then such individual employees or subcontractors shall be covered under this Nondisclosure

and Data Security Agreement, which shall be incorporated by reference into this Contract, prior to performing any work or being allowed access to APS data.

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

- a) APS' Non-Disclosure and Data Security Agreement (NDA). The Contractor shall sign the NDA on behalf all key employees, agents or subcontractors working on-site at APS facilities or otherwise performing non-incident work under this Contract, sign the NDA (attached as an Attachment D) prior to performing any work or permitting access to APS networked resources, application systems or databases under this Contract. A copy of the signed NDAs shall be available to APS Project Officer upon request.
- b) Use of Data. The Contractor shall require that the use, distribution, disclosure or access ("use") to APS Information and APS networked resources shall not occur in an unauthorized manner. Use of APS Information for other than as specifically outlined in this Contract is strictly prohibited, unless such other use is agreed to in writing by the parties. The Contractor will be solely responsible for any unauthorized use, reuse, distribution, transmission, manipulation, copying, modification, access or disclosure of APS Information and any non-compliance with this Data Security and Protection provision or any NDA by its employees or subcontractors.
- c) Data Protection. The Contractor agrees that it will protect APS Information in its custody or control according to standards established by the National Institute of Standards and Technology, including 201 CMR 17.00, Standards for the Protection of Personal Information of Residents of the Commonwealth and the Payment Card Industry Data Security Standard (PCI DSS), as applicable, and no less rigorously than it protects its own data, proprietary and/or confidential information. The Contractor shall provide to APS a copy of its data security policy and procedures for securing APS Information and a copy of its disaster recovery plan/s. The Contractor shall provide, if requested by APS, on an annual basis, results of an internal Information Security Risk Assessment provided by an outside firm.
- d) Data Sharing. Except as otherwise specifically provided for in this Contract, the Contractor agrees that it shall not share, disclose, sell or grant access to APS Information to any third party without the express written authorization of the APS Chief Information Security Officer or designee.
- e) Security Requirements. The Contractor shall maintain the most up to date anti-virus, industry accepted firewalls and/or other protections on its systems and networking equipment. The Contractor certifies that all systems and networking equipment that support, interact or store APS Information meet the above standards and industry best practices for physical, network and system security requirements. Printers, copiers or fax machines that store APS Data into hard drives must provide data at rest encryption. Significant deviation from these standards must be approved by the APS Chief Information Security Officer or designee, the downloading of APS information onto laptops or other

portable storage medium is prohibited without the express written authorization of the APS Chief Information Security Officer or designee.

- f) Data Protection Upon Conclusion of Contract. Upon termination, cancellation, expiration or other conclusion of this Contract, the Contractor shall return all APS Information to APS unless APS requests that such data be destroyed. This provision shall also apply to all APS Information that is in the possession of subcontractors or agents of the Contractor. The Contractor shall complete such return or destruction not less than thirty (30) calendar days after the conclusion of this Contract and shall certify completion of this task, in writing, to APS Project Officer.
- g) Notification of Security Incidents. The Contractor agrees to notify the APS Chief Information Officer and APS Project Officer within twenty-four (24) hours of the discovery of any unintended access to, use or disclosure of APS Information by Contractor's employees or subcontractors.
- h) Subcontractors. To the extent the use of subcontractors is permitted under this Contract, the requirements of this entire section shall be incorporated into any subcontractor agreement entered into by the Contractor and any data sharing shall be compliant with these security and protection requirements and the NDA. In the event of data sharing, subcontractors shall provide to the Contractor a copy of their data security policy and procedures for securing APS Information and a copy of their disaster recovery plan/s.

28. Ethics in Public Contracting

This Contract incorporates by reference Article 9 of the Procurement Resolution, as well as any state or federal law related to ethics, conflicts of interest, or bribery, including by way of illustration and not limitation, the Virginia 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 offer is made without collusion or fraud and 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 purchase 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.

29. APS Employees

No employee of APS Schools, Virginia, shall be admitted to any share in any part of this Contract or to any benefit that may arise there from which is not available to the general public.

30. Force Majeure

The Contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by this Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of the Contractor, and outside and beyond the scope of the Contractor's then current, by industry standards, disaster plan, that make performance impossible or illegal, unless otherwise specified in the Contract.

APS shall not be held responsible for failure to perform its duties and responsibilities imposed by the Contract if such failure is due to fires, riots, rebellions, natural disasters, wars, acts of terrorism, or an act of God beyond control of APS that make performance impossible or illegal, unless otherwise specified in the Contract. The period hereinabove specified for the completion of his Work shall be extended by such time as shall be fixed by the Owner.

No such extension of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or to relieve the Contractor from full responsibility for performance of his obligations hereunder.

31. Authority to Transact Business

The Contractor shall pursuant to Code of Virginia §2.2-4311.2, be and remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Contract. A contract entered into by a Contractor in violation of this requirement is voidable, without any cost or expense, at the sole option of APS.

32. Relation to APS

The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of APS. APS will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. APS will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Furthermore, APS will not provide to the Contractor any insurance coverage or other benefits, including workers' compensation, normally provided by APS for its employees.

33. Antitrust

By entering into this Contract, the Contractor conveys, sells, assigns and transfers to APS all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by APS under this Contract.

34. Report Standards

Reports or written material prepared by the Contractor in response to the requirements of this Contract or request of the Project Officer shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with these requirements shall be borne by the Contractor.

When submitting documents to APS, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least thirty percent (30%) recycled-content and/or tree-free paper;
- All submittals must be in the required tabular format in a binder.
- Report covers / binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper should be avoided.

35. Audit

The Contractor agrees to retain all books and records and other documents related to the time and cost expended and determinative of pricing and completion for at least five (5) years after final payment. APS or its authorized agents shall have full access to and the right to examine any of the above documents during this period and during the Initial Contract Term or any Renewal Contract Term. If the Contractor wishes to destroy or dispose of records (including confidential records to which APS does not have ready access) within five (5) years after final payment, the Contractor shall notify APS at least thirty (30) days prior to such disposal, and if APS objects, shall not dispose of the records.

Any audit performed under this Section shall be conducted during the Contractor's normal business hours on mutually agreed upon dates and times no more than once per 12-month period. Only those documents pertaining to this Contract shall be reviewed and all documents be treated as confidential."

36. Amendments

This Contract shall not be modified except by written amendment executed by persons duly authorized to bind the Contractor and APS

37. Arlington Public Schools Procurement Resolution and Policies*

Notwithstanding any provision to the contrary herein, no provision of the Procurement Resolution or any applicable APS policy is waived in whole or in part.

38. Dispute Resolution

All disputes arising under this Contract, or its interpretation, whether involving law or fact, or extra work, or extra compensation or time, and all claims for alleged breach of Contract shall be submitted in writing to the Project Officer for decision at the time of the occurrence or beginning of the Work upon which the claim is based, whichever occurs first. Such claims shall state the facts surrounding it in sufficient detail to identify it together with its character and scope. Claims denied by the Project Officer may be submitted to APS Superintendent or designee in writing no later than sixty (60) days after final payment in accordance with the Procurement Resolution.

The time limit for final written decision by APS Superintendent or designee in the event of a contractual dispute, as that term is defined in the Procurement Resolution, is thirty (30) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Procurement Resolution, incorporated herein by reference. A copy of the Procurement Resolution is available upon request from the Office of the Procurement Agent. The Contractor shall not cause a delay in the Work pending a decision of the Project Officer, APS Superintendent or designee, School Board, or a court of competent jurisdiction.

39. Applicable Law, Forum, Venue and Jurisdiction

This Contract and the Work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the jurisdiction, forum, and venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

40. Arbitration

It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.

41. Nonexclusivity of Remedies

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

42. No Waiver

The failure of either party to exercise in any respect a right provided for in this Contract shall not be deemed to be a subsequent waiver of the same right or any other right.

43. Severability

The sections, subsections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph, subsection, or section of this Contract shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, subsections, and sections of this Contract.

44. No Waiver of Sovereign Immunity

Notwithstanding any other provision of this Contract, nothing in this Contract or any action taken by APS pursuant to this Contract shall constitute or be construed as a waiver of either the sovereign or governmental immunity of APS. The parties intend for this provision to be read as broadly as possible.

45. Survival of Terms

In addition to any numbered section in this Contract which specifically state that the term, paragraph or subsection survives the expiration of termination of this Contract, the following sections if included in this Contract also survive: Indemnification; Relation to APS; Ownership and Return of Records; Audit; Copyright; Intellectual Property Indemnification; Confidential Information, and Data Security and Protection.

46. Headings

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this contract or a limitation on the scope of the particular section to which the heading refers.

47. Ambiguities

Each party and its counsel have participated fully in the review and revision of this Contract . Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Contract. The language in this Contract shall be interpreted as to its fair meaning and not strictly for or against any party.

48. Non-Discrimination Notice

APS does not discriminate against faith-based organizations.

49. Insurance Requirements

A. Overview

During the term of this Contract, The Contractor and all of their Subcontractors shall procure and maintain the **types of insurance that are referenced in section D below**. All insurance policies shall be with insurance companies that meet the following criteria:

1. Are authorized to do business under the laws of the Commonwealth of Virginia and acceptable to the APS, in its sole discretion.
2. Are rated with an AM Best rating of A- or better. APS reserves the right to require the Contractor and/or its Subcontractors to change their insurance to an insurance company that has the minimum required AM Best rating. This right can be exercised at any time the insurance requirements set forth in the Contract Documents remain applicable. If the AM Best rating of the insurance company changes to a rating under A- during the Contract Term, the Contractor and/or its Subcontractors will notify APS in writing immediately upon discovery and change the insurance immediately to an insurance company that meets or exceeds the AM Best rating of A-.
3. Intentionally Deleted
4. The Contractor and/or its Subcontractors must disclose in the Certificate of Insurance the amount of any deductible or self-insurance component applicable to all required insurance policies herein, if any. APS has the right to request additional information to determine if the Contractor and/or its Subcontractors have the financial capacity to meet their obligations under a deductible or self – insurance program. If, in its discretion, APS is not satisfied as to the Contractor and/or its Subcontractors financial capacity to meet its obligations under a proposed deductible or self – insurance program, the Contractor and/or its Subcontractors shall re-submit revised acceptable insurance coverage at the sole discretion of APS and with no obligation to do so agree to alternative approaches proposed by the Contractor and/or its Subcontractors to ensure protection for APS.

B. Certificates of Insurance & Additional Insured Status:

1. Contractor

The Contractor is required to provide a Certificate of Insurance that names Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds by endorsement for all insurance policies except Workers Compensation, Professional Liability, and Cyber Liability coverage.

2. Subcontractors

- All Subcontractors will provide the Contractor with Certificates of Insurance for the policies that are required under this contract. All Certificates of Insurance should by endorsement name Arlington County School Board, including elected and appointed officials, agents, and employees as additional insureds for all contracts of insurance except Workers Compensation & Professional Liability.
- All Subcontractors shall provide the Contractor with a certificate of insurance that will serve as proof of insurance for their Cyber Liability coverage, but APS will not need to be added as an additional insured.
- The Contractor will maintain all certificates of insurance for their subcontractors.
- The Contractor will provide APS with its Subcontractors certificates of insurance at any time upon request.

C. Termination & or Augmentation of Insurance Policies:

1. All required insurance policies other than E&O must be endorsed through a Certificate of Insurance to provide that the insurance company shall give **thirty (30) days written notice** to the Owner if the policies are to be terminated or not renewed. Before commencing Work, the Contractor shall provide APS with a Certificate of Insurance referencing each policy which it and each of its Subcontractors shall carry in accordance herewith, together with receipted bills evidencing proof of premium payment. Contractors and or their Subcontractors terminating or augmenting any insurance policy without giving APS thirty (30) days' notice will be in direct violation of the terms and conditions of the Contract.
2. If insurance coverage is allowed to lapse and a loss occurs, the Contractor and or their Subcontractors will indemnify and hold APS harmless of all losses that APS is entitled to in accordance with Section 21 and Section 22 regardless of whether they have insurance coverage in place or not.

D. Insurance Required by The Contract:

Casualty Insurance:

Commercial General Liability occurrence-based insurance:

Commercial General Liability occurrence-based insurance shall be in place until APS confirms the Contract has expired. Such insurance shall cover claims for bodily injury, property damage and personal injury arising out of operations under the Contract, whether such actions are performed by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. For work that specifically deals with purchase, construction and or maintenance of physical property the insurance coverage for contractors and subcontractors shall also include

coverage for explosions, collapse, underground utilities and completed products and operations. Coverage afforded under this policy shall be primary to all other insurance with respect to Arlington County School Board including its elected and appointed officials, agents, and employees.

Sexual Abuse and Molestation (SAM) occurrence-based insurance:

Sexual Abuse and Molestation (SAM) Coverage must be included if the Contractor and or their Subcontractors are working around students where a 1 on 1 situation is possible.

In addition to providing this coverage the Contractor and or their Subcontractors will run both criminal background checks and sex offender checks on all employees that are interacting with APS students (Upon award and every 2 years afterward) as well as require their employees to receive training upon award and annually on the prevention of abuse and molestation. Criminal background checks should go back at least 5 years. The Contractor and or their Subcontractors further agrees to keep all training records, background and sex offender checks on file and to provide APS with copies whenever APS requests them.

Lastly, the Contractor and or their Subcontractors agrees to abide by the 2-person rule at all times when working with students. If there are times when the 2-person rule cannot be followed APS should be notified immediately and the activity will be evaluated by APS, the Contractor and or their Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial General Liability	\$ 2,000,000.00	\$ 4,000,000.00
Sexual Abuse and Molestation (SAM) Coverage	N/A	N/A

Subcontractor’s Commercial General Liability Insurance:

The Contractor shall require each of its Subcontractors to procure and maintain during the life of its subcontract, subcontractor’s Commercial General Liability Insurance in amounts satisfactory to the contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Subcontractors Commercial General Liability	N/A	N/A

Professional Liability / Errors & Omissions:

The Contractor shall carry Professional/and/or/Miscellaneous Errors and Omissions insurance which will pay for damages arising out of errors or omissions in the rendering, or failure to render professional services under the Contract.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Professional Liability/Errors & Omissions	\$ 4,000,000.00	\$ 4,000,000.00

Worker's Compensation and Employer's Liability Insurance:

Worker’s Compensation and Employer’s Liability Insurance is mandatory for the Contractor's employees engaged in the Work under this Contract, in accordance with the laws of the Commonwealth of Virginia. The Contractor shall require each of its Subcontractors to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractor’s employees engaged on such subcontracts. If any class of employees engaged in work under the Contract is not protected under the Worker's Compensation laws in Virginia, the Contractor shall provide similar protection for these employees in amounts not less than the legal requirements.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Worker's Compensation	Statutory Limit	Statutory Limit
Employer's Liability	N/A	N/A

Commercial Automobile Liability Insurance:

Commercial Automobile Liability insurance, including coverage for owned, non-owned and hired vehicles shall be in place for the Contractor and all of its Subcontractors.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Commercial Automobile Liability	\$ 1,000,000.00	\$ 2,000,000.00

Cyber Liability Insurance:

Cyber insurance which shall be in place for all contractors and subcontractors. All cyber insurance policies shall have Arlington County School Board, including elected and appointed officials, agents, and employees as an additional named insured.

Type of Insurance	Per Project Limit Per Occurrence	Per Project Aggregate Limit
Cyber Liability	\$ 5,000,000.00	\$ 6,000,000.00

Property Insurance:

1. Builder's Risk:

The Contractor shall purchase Builder's Risk insurance upon the entire Work at the Project Site to the full value of the Contract Sum of the new improvements thereof. This insurance shall include the interests of APS, Subcontractors and Sub-Subcontractors in the Work, and shall insure against all risks of loss, except for exclusions included in the Certificate of Insurance and approved by Owner. This insurance shall include coverage for the following:

Loss by explosion of boilers during testing (any exclusion applicable to such loss shall be waived).

Partial or complete occupancy by the Owner (any exclusion applicable to occupancy shall be removed).

Loss without coinsurance penalty (coinsurance or similar "insurance to value" requirements shall be eliminated).

Coverage of property in transit and unscheduled locations sufficient in limits to adequately cover maximum anticipated values at risk.

Coverage of Contractor's labor, overhead and profit.

Coverage of materials stored or installed on the Project Site, until said materials are accepted by the Owner per Substantial Completion and Acceptance requirements. Payment by Owner for materials stored or installed on the Project Site does not eliminate Contractor's responsibility or liability with regards to theft and vandalism or other damage.

Please Note: At APS's sole discretion, Builder's Risk insurance may be purchased by the Owner as specified above. In this event, cost for such coverage shall be deducted from the Contract Sum.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Builder's Risk	N/A	N/A

All risk insurance covering damage, loss or injury to the Work, excluding earthquake damage. The policy shall be payable to the Owner, and the proceeds thereof, when paid, shall be retained by APS as security for the performance by the Contractor of its obligations under this Contract and, upon such performance, shall be released to the Contractor. Such policy shall be in an amount equal to the Contract Sum.

E. Receipt of Certificates of Insurance:

Proof of satisfaction, of insurance for each type of coverage listed herein shall be provided to APS **within ten (10) days** of the Contractor's receipt of the Notice to Proceed and no work, shall proceed unless all such insurance is in effect. The Contractor shall not allow any Subcontractor to commence work on its subcontract until all insurance required of the Subcontractor has been obtained and approved by the Contractor and found to be in accordance with the requirements set forth herein.

F. Use of Excess / Umbrella Liability Insurance:

The use of Excess / Umbrella Liability insurance is permitted. If Excess / Umbrella insurance is used the policy must be endorsed to show that the lines that the policy is bolstering are covered under the policy. All Excess / Umbrella Liability insurance coverage is subject to review by APS' Risk Manager and its use can be denied based on that review.

Type of Insurance	Limit Per Occurrence	Aggregate Limit
Use of Excess / Umbrella Liability	\$ 20,000,000.00	\$ 20,000,000.00

G. Consideration of Claims Made Insurance Coverage:

APS will consider claims made insurance coverage on a case-by-case basis **APS reserves the right to accept or deny the use of Claims Made Insurance coverage at any time.**

If the liability insurance purchased by the Contractor has been issued on a "claims made" basis, the Consultant must comply with the following additional conditions. The limits of liability and the extensions to be included as described previously in these provisions, remain the same. The Contractor must either:

1. Agree to provide certificates of insurance evidencing the above coverages for a period of two (2) years after final payment for the Contract for General Liability policies five (5) years for Professional Liability & Cyber policies. This certificate shall evidence a "retroactive date" no later than the beginning of the Consultant's work under this Contract.

or

2. Purchase the extended reporting period endorsement for the policy or policies in force during the term of this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

If claims made insurance is utilized by the Contractor and or their Subcontractors and a claim occurs that relates back to the vendor's services, The Contractor and or their Subcontractors will indemnify

and hold APS harmless of all losses that APS is entitled to in accordance with Section 21 and Section 22 regardless of whether they have insurance coverage in place or not.

H. Contract Identification:

All certificates of insurance shall state the Contract number and title.

50. Accessibility of Web Site

If any work performed under this Contract results in design, development, maintenance or responsibility for content and/or format of any APS websites, or APS' presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: <http://www.ada.gov/websites2.htm>.

51. Arlington County Business License

The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code. For further information on the provisions of this chapter and its applicability to this contract, contact the Arlington County Business License Division, Commissioner of the Revenue of Arlington, Virginia, Telephone Number (703) 228-3060.

52. Failure to Deliver

In case of failure to deliver goods or services in accordance with the contract terms and conditions, if APS chooses to procure the goods or services from other sources it may attempt to seek damages from Contractor for any resulting additional purchase and administrative costs (subject to the dispute resolution requirements and liability limitations in this Agreement), which Contractor may defend against as it sees fit.

53. Subcontracts

The Contractor shall not enter into any subcontract with any subcontractor who has been suspended or debarred from doing federal, state or local government work for any reason.

The Contractor shall be as fully responsible for the acts or omissions of its subcontractors, and of persons either directly or indirectly employed by them as for the acts or omissions of persons directly employed by the Contractor.

The Contractor shall insert appropriate clauses in all subcontracts to bind subcontractors to the terms and conditions of this contract insofar as they are applicable to the Work of subcontractors.

Nothing contained in this contract shall create any contractual relationship between any subcontractor and APS.

54. Non-Endorsement Clause for Contracts and Agreements

APS may be identified as a "Participant" in the Work with the following statement added: "This shall not constitute an endorsement of any products or services". For further information, please contact the APS Department of Schools and Community Relations.

55. Advertising and Use of Proprietary Marks or Logos

Contractor shall not use the name of APS or any authorized user or refer to APS or any authorized user, directly or indirectly, in any press release or formal advertisement without receiving prior written consent of APS or such authorized user. In no event may Contractor use a proprietary mark of APS or an authorized user without receiving the prior written consent of APS or the authorized user.

56. Extension of Contract Term: INTENTIONALLY DELETED

57. Student Data Usage and Privacy Agreement

During the term of the Contract Term, and any Renewal Contract Term(s), the Contractor will have access to student data. As a condition of awarding a Contract for the provision of the Work that requires the Contractor to have access to the student data the Contractor is required to sign the Student Data Usage and Privacy Agreement.

58. Contractor Certification Regarding Criminal Convictions

All Contracts with APS, where the Contractor or its employees, or its Subcontractors or their employees, will have direct contact with students on school property during regular school hours, or during school-sponsored activities, shall require the Contractor to certify that neither it nor any of its employees nor any of its Subcontractors' nor any of its Subcontractors' employees, who will have direct contact with students, have been:

- (1) convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902 as mandated by Va. Code Ann. § 18.2-370.5,
- (2) convicted of an offense occurring on or after July 1, 2006, where the offender was more than three years older than the victim involving:
 - (a) the rape of a child under age 13 pursuant to Va. Code Ann. § 18.2-61.A(iii),
 - (b) forcible sodomy of a child less than 13 years of age pursuant to Va. Code Ann. § 18.2-67.1.A.1,
 - (c) object sexual penetration of a child under 13 years of age pursuant to Va. Code Ann. § 18.2-67.2.A.1, or
 - (d) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

This requirement is applicable without exception for a person convicted of a felony or of a sexually violent offense as defined in Va. Code Ann. § 9.1-902, but for all other offenses set forth above this requirement does not apply unless the qualifying offense was done in the commission of, or as a part of the same course of conduct of, or as part of a common scheme or plan as a violation of:

- (a) abduction or kidnapping in violation of Va. Code Ann. § 18.2-47.A,
- (b) abduction with intent to extort money or for immoral purpose in violation of Va. Code Ann. § 18.2-48,
- (c) burglary in violation of Va. Code Ann. § 18.2-89,
- (d) entering a dwelling house with intent to commit murder, rape, robbery or arson in violation of Va. Code Ann. § 18.2-90,
- (e) aggravated malicious wounding in violation of Va. Code Ann. § 18.2-51.2, or
- (f) any similar offense under the laws of any foreign country or any political subdivision thereof, or the United States or any political subdivision thereof.

The Contractor certification covers its employees, its Subcontractors and the employees thereof. (Submit completed Attachment C).

The Contractor certification shall also cover its employees, its Subcontractors and employees thereof, assigned to the Work after Contract award. The Contractor, upon demand from APS, shall provide all information which allowed for the Contractor's certification

59. Cooperative Contract for Use by Other Public Bodies

This Contract has been awarded by APS not only for its benefit but for the benefit of any other public body eligible to participate in use of the services herein solicited by means of cooperative procurement as provided by, and to the extent permitted by, §2.2-4304 of the Virginia Public Procurement Act.

60. Contractor Prohibited in Assisting Person for New Job if Engaged in Misconduct With Minor*

As a condition of awarding a Contract, or Contract Renewal, the Contractor acknowledges it is prohibited from assisting the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, in obtaining a new job if the Contractor knows or has probable cause to believe that the elected and appointed officials of APS, its officers, current and former employees, agents, departments, agencies, boards, and commissions employee, and contractors, including all levels of subcontractors, engaged in sexual misconduct regarding a minor or student in violation of law.

61. Vaccine Requirement

All employees and students, all employees and subcontractors of the Contractor who are assigned to this Contract, must be fully vaccinated against COVID-19. Any Contractor employee or subcontractor who is not fully vaccinated, must follow a weekly testing protocol as established by the Contractor unless exempt pursuant to a valid reasonable accommodation under state or federal law. During the Contract Term, the Contractor certifies that it will comply with this provision and will ensure that its subcontractors, if any, will as well.

62. 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 APS 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.

End of Contract Terms and Conditions

Attachment F
Certificate(s) of Insurance

Attachment G

Sample Purchase Order

Page: 1 of 1



Standard Purchase Order Arlington Public Schools

PROCUREMENT OFFICE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6123

ACCOUNTS PAYABLE
2110 Washington Blvd
Arlington, Virginia 22204
Telephone: (703) 228-6121
Email: aps.payables@apsva.us

Please note that our billing address has changed.

Unless otherwise instructed, please email invoices to: aps.payables@apsva.us.

Purchase Order	1234567
Purchase Order Date	01-02-3456
Change Order Number	0
Change Order Date	
Procurement Specialist/Phone	Hamed Hameedi 703-228-6193
Requisitioner/Ph#/Email	Harris, Ramona J 703-228-6110 ramona.harris@apsva.us
FEIN	54-6001128
Website:	https://www.apsva.us/procurement-office/

SUPPLIER: ABC INC
1234 ABC ST
XYZ VA 56789

This PURCHASE ORDER NUMBER shown above must appear on all invoices, packing slips & related correspondence. For questions regarding the order, contact the REQUISITIONER shown above.

Ship To: Arlington Public Schools
Human Resources
2110 Washington Blvd
Arlington, VA 22204

Payment Terms	Freight Terms	FOB
NET 30	Prepaid	Destination

Line	Vendor Part	Item Description	Due Date	Quantity	UOM	Unit Price	Amount
1		This is for Example	01-02-3456	1	XYZ	\$123.00	\$123.00

The Purchase Order Terms and Conditions found on the Arlington Public Schools Procurement Office Website, at the link provided below, are incorporated in, and become part of, this contract. It is the responsibility of the Vendor to carefully read and understand the Purchase Order Terms and Conditions.

The Purchase Order Terms and Conditions have been amended effective August 1, 2022.

<https://www.apsva.us/wp-content/uploads/2022/07/2022-07-26-PO-TsCs-Amended-2022-08-01.pdf>

IMPORTANT: There have been incidents of scammers pretending to be school representatives and ordering thousands of dollars of goods. Purchases by APS are authorized only if an APS Purchase Order is issued in advance of the transaction, indicating that the ordering agency has sufficient funds available to pay for the purchase. Vendors providing goods or services without a signed APS Purchase Order, do so at their own risk.

Authorized by:

David J. Webb, C.P.M.
Director of Procurement

Purchase Order Total: \$123.00

End of Sample Purchase Order