A. CHANGE CONTROL OVERVIEW

Change Control exists to enable clear, organized, and repeatable management of changes as they relate to this Agreement throughout the project lifecycle, including maintenance and activities associated with a change. This includes the associated documentation needed to properly establish the need for a change and its impact to the project’s scope, cost and schedule, and the process by which LOUDOUN COUNTY will evaluate and render decisions on changes.

All contract changes must be processed consistent with the provisions of this Agreement in order to be effective. Cost increases will not be permitted contrary to the provisions of this Agreement.

A.1. Permissible Changes

The following defines the scope of Permissible Changes that may be considered for change. A single Request for Change (RFC) may be related to more than one Permissible Change type listed below.

- Bona fide, substantial new scope to be delivered at the request of LOUDOUN COUNTY that is not documented in the SCOPE OF WORK or is not otherwise covered under the premise of ensuring [Vendor] provides LOUDOUN COUNTY a complete solution.

- Reductions in [Vendor] delivery of the agreed upon scope to be delivered, or other reduced [Vendor] performance under the Agreement. Such adjustments shall result in a reduction to the firm fixed price or other compensation acceptable to LOUDOUN COUNTY that reasonably reflects the value of that reduction, not the cost of the reduction to [Vendor], if less. LOUDOUN COUNTY will remain entitled to compensation for any such reductions in delivery in situations [Vendor] costs remain constant or increase. Furthermore, LOUDOUN COUNTY will be entitled to monies from [Vendor] wherever reduced delivery results in increasing LOUDOUN COUNTY costs outside of this Agreement.

- Implementing a process manually instead of automatically where there is bona fide business justification to do so and not due to other reasons, such as that [Vendor] would incur additional cost or effort to implement the process automatically as compared to manually.

- Adjustments due to bona fide changes, outside of delay, made by one party that the other party did not have any reasonable control over in order to ensure that party does not incur additional expenses. Such adjustments must be “net”, meaning that the party requesting the adjustment must demonstrate the net new expense impacts above and beyond original plans. Such adjustments include:
  - LOUDOUN COUNTY requiring wholesale replacement to legacy technologies [Vendor] must work with to implement the Solution. Such replacements shall not be interpreted to mean product upgrades or patching.
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• LOUDOUN COUNTY implementing new systems that [Vendor] must work with to implement the Solution, outside of tools used to facilitate project management or implementation.

• Adjustments to project baselines, such as project schedule components relevant to SLAs.

• Approved changes for Egregious Delay as described below.

• Adjustments to the major elements and milestones of the approved project plan and schedule (e.g., Phase go-live dates), which can only be revised through Change Control.

A.2. **Ineligible Changes**

Any change not expressly described above as a Permissible Change is ineligible for change that would result in an effective increased cost to LOUDOUN COUNTY (i.e., Ineligible Changes). Ineligible Changes are permitted to be reflected as no cost to LOUDOUN COUNTY Change Control where LOUDOUN COUNTY deems it appropriate. Furthermore, the following are expressly agreed between the parties as Ineligible Changes:

• Any expenses or other costs resulting from [Vendor] at risk work that did not receive express written prior approval from LOUDOUN COUNTY to proceed at risk as governed by the Change Control process (e.g., retroactive costs).
  
  o [Vendor] agrees any such work, expenses and costs taken at risk without LOUDOUN COUNTY express prior written approval shall be deemed automatically included in the original firm fixed price.
  
  o [Vendor] agrees any such work at risk shall not be justification to seek relief from its obligations under the Agreement through an RFC, even if [Vendor] does not request additional monies.

• Any additional expenses [Vendor] anticipates or incurs related to changes [Vendor] discovers it must make to its approach in order to successfully deliver the SCOPE OF WORK, including, but not limited to:
  
  o Implementation approach changes, such as [Vendor] finds it must modify its hybrid agile approach in some manner and those adjustments require additional effort on [Vendor]’s part in order for [Vendor] to meet SCOPE OF WORK commitments.
  
  o Technical approach changes, such as [Vendor] finds its original data bridging is insufficient to meet requirements and that it must employ an alternative approach to meet requirements.

• [Vendor] acknowledges it may encounter situations that require more effort than it originally planned to incur to deliver the Solution. Therefore, any additional costs or expenses anticipated or incurred due to [Vendor]’s underestimation of its work required to deliver the Solution for the firm fixed price are Ineligible Changes, including, but not limited to:
APPENDIX K

- Situations where [Vendor] originally assessed a given requirement could be delivered with a lower level of effort (e.g., “out of the box”) and it finds later the requirements required a higher level of effort to properly implement (e.g., “customization).

- Any scope identified by [Vendor] as bona fide new scope where such scope has not been appropriately presented and vetted by LOUDOUN COUNTY governance.
  - For example, situations where LOUDOUN COUNTY stakeholders may have knowingly or unknowingly expressed a desire for new scope in project meetings and where [Vendor] did not identify such items as potential new scope and escalate those to LOUDOUN COUNTY governance for review, deliberation, and potential resolution prior to [Vendor] submitting an RFC.

- Any additional [Vendor] work or expenses resulting from the upgrade of an underlying product.

- LOUDOUN COUNTY shall be entitled to a reasonable adjustment of time to perform its responsibilities when it must make a material change to LOUDOUN COUNTY’s business processes that requires review and approval by LOUDOUN COUNTY governance.

- Any change that is required in order for [Vendor] to satisfy the scope under the SCOPE OF WORK. This includes cost for software tools required to satisfy its obligations under this Agreement.

- Any change sought by [Vendor] to relieve its obligations, or avoid penalties, under the Agreement and SCOPE OF WORK due to [Vendor] and/or subcontractor performance issue, such as to avoid SLA retainage due to the anticipation that project schedule go-live dates will be missed.

- Any change seeking additional monies for [Vendor] for implementing the full capabilities of the Solution’s core products and modules that apply to LOUDOUN COUNTY and that LOUDOUN COUNTY is entitled to regardless of any LOUDOUN COUNTY-specific requirements.

- Any changes seeking additional monies for [Vendor] to remediate any Solution issues, such as remediating design flaws that result from designs that were not developed, approved, or altered in accordance with established LOUDOUN COUNTY processes.

- [Vendor] will use any tools necessary to provide a smooth implementation. If tool changes or additions are required, [Vendor] agrees that while LOUDOUN COUNTY will approve all such changes, such changes will not result in any increased cost for LOUDOUN COUNTY nor impact [Vendor] delivery and that [Vendor] will pursue an RFC as such.

A.3. Chargeable Changes

Only proposed charges supported with evidence and documentation satisfactory to LOUDOUN COUNTY will be considered as part of the Request for Change by either party ([Vendor] or

Integrated Tax Revenue System
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LOUDOUN COUNTY). Proposed charges submitted with Requests for Change must conform to the cost basis and cost principles established in the Agreement, including:

- For services, including rate cards and firm fixed price. In addition, a build-up with detail no less than the original RFP cost proposal must be provided, including information by individual role, labor category, and phase with effort hours.
- For non-services (e.g., goods), [Vendor] must make available the non-services for purchase through [Vendor] with no markup.
  - LOUDOUN COUNTY Agreement rights, including to procure non-services from sources other than [Vendor], may be exercised for any approved change. LOUDOUN COUNTY reserves to exercise these rights at any time. LOUDOUN COUNTY exercising its Agreement rights shall not constitute a delay.
- Proposed charges pertaining to Egregious Delay are subject to additional requirements (below).

LOUDOUN COUNTY may require any evidence it deems necessary and [Vendor] must provide evidence to substantiate its claim, including any associated build-ups.

- [Vendor] cannot claim confidentiality prohibits the provision of any necessary documentation required to substantiate a proposed charge, though confidentiality may be permitted by LOUDOUN COUNTY to be used to limit the review of documentation to designated LOUDOUN COUNTY decisionmakers (at a minimum, the LOUDOUN COUNTY project manager, LOUDOUN COUNTY project sponsor and any other LOUDOUN COUNTY stakeholder required to review the proposed charges) if appropriate and not in conflict with policies, rules and regulations, such as FOIL.
- Any costs [Vendor] does not provide evidence for to LOUDOUN COUNTY's satisfaction is not eligible for consideration.

In addition, the party proposing the charge must certify all proposed charges are net new and exclusive to the Request for Change submission, and that no ineligible charges are included, such as charges directly or indirectly that are retroactive or any sort of charges that have the effect of recouping losses or at-risk work not expressly previously approved in writing by LOUDOUN COUNTY.

The parties will be able to negotiate the amount of any proposed charges even if the amount is fully substantiated through submitted documentation, including Egregious Delay costs (see below).

A.4. Notification of Potential Requests for Change

Each party is required to provide a detailed report of situations that may rise to the level of a Request for Change to the other party in writing, in a mutually agreed upon format, in a timely manner that affords a reasonable opportunity for the parties to address the situation prior to the need for a Change.
A.5. Change Control Timing

The Change Control Process will be used before any proposed changes are made. In the absence of a formal approval by LOUDOUN COUNTY, a change made unilaterally by [Vendor] will be at [Vendor]’s own cost and will not result in additional cost to LOUDOUN COUNTY or in any project delay. In addition, submission of a Request for Change does not constitute automatic acceptance.

A.6. Requirements to Work at Risk

LOUDOUN COUNTY shall have the right to require [Vendor] to work at risk in the event mutual agreement on a Request for Change is not achieved. Any at risk work [Vendor] performed up until receiving formal notice from LOUDOUN COUNTY in this regard remains ineligible for Change Control. [Vendor] is solely responsible for maintaining sufficient documentation and evidence of any such at risk work required by LOUDOUN COUNTY in writing. This shall not diminish each party’s rights to pursue formal dispute resolution or to initiate termination under the Agreement.

A.7. Changes for Egregious Delay

Both parties acknowledge that there will be ebbs and flows in their working relationship and project execution over the years of the multi-year project under this Agreement. This may at times result in delays caused by one party or the other, and to some degree are expected (incidental), and are therefore not subject to recovery., In other cases where the delay is egregious, this would be eligible for equitable adjustment:

- Incidental Delays – these costs are absorbed by the party as part of the expected nature of a complex multi-year solution implementation project, and are not eligible for equitable adjustment.
- Egregious Delays – a party's conduct that is in bad faith or grossly negligent, which causes the other party to incur unavoidable additional costs, and which is not cured within a reasonable time.

Requests for Change for Egregious Delay shall be subject to the all requirements of Change Control in addition to the other requirements described in the sub-sections herein.

A.7.1 Requirements to Report Potential Egregious Delay

Each party is required to provide a detailed report of situations that potentially may rise to the level of Egregious Delay to the other party in writing, in a mutually agreed upon format, in a timely manner that affords a reasonable opportunity for the parties to remediate the situation before it escalates.

A.7.2 Request for Change for Egregious Delay Requirements

Requests for Change for Egregious Delay must be submitted in a timely manner and include the following additional information and evidence beyond what is required for other types of Requests for Change:
• Demonstrating all good faith efforts have been taken by the party submitting the Request for Change to avoid delay costs, such as:
  o Project scheduling, communications, etc. set reasonable and realistic expectations (i.e., were not aggressive, were not best-case scenarios) that were generally agreed to by the other party.
  o All possible work that could continue has continued, including that the barriers resulting in the delay are not artificial (i.e., not true dependencies). Includes that the party has adjusted work assignments in every reasonable way to avoid incurring delay costs.
  o All potential reasonable alternatives to work through the barriers that have resulted in the delay have been communicated to the other party and all efforts to work with the other party on reasonable alternatives have been exhausted.

• Demonstrating the other party has not acted in good faith to help the party submitting the Request for Change to avoid delay costs being incurred by party.

In addition, while any [Vendor] Requests for Change for Egregious Delay are pending, all retainage payments that may become eligible for release while the RFC remains pending or otherwise unresolved are held until LOUDOUN COUNTY’s determination on the RFC is completed. Once any remaining retainage is released to [Vendor] by LOUDOUN COUNTY after full implementation, [Vendor] agrees to forfeit all rights to seek any further equitable adjustments for Egregious Delay. Furthermore, any pending [Vendor] Requests for Change for Egregious Delay at that time shall be automatically withdrawn.

A.7.3 Delay Cost Exclusions

Delay costs proposed must exclude the following:

• Profit of any kind, including any markup or other amount that would translate to a profit of [Vendor] or any subcontractor.

• The cost of any expenses that would be incurred regardless of the existence of the project, such as costs associated with permanent office space or the cost of employee fringe benefits, or costs pertaining to software or tools [Vendor] uses in its organization that are not specific to the LOUDOUN COUNTY project, or any portion thereof. In addition:
  o Partial costs are not eligible, such as an additional floor leased where there is permanent office space.
  o The cost for project-specific office space cannot be requested without notice prior to the applicable Request for Change to LOUDOUN COUNTY that such space is necessitated by the project and that space cannot be obtained only due to the conditions underlying a Request for Change.
  o The fact that an individual was hired for the project does not change the prohibition related to employee fringe benefits, such as health insurance.
• Opportunity costs or other costs that relate to [Vendor]’s business that are not related to outlays specific to providing the services under this Agreement.

• Any costs related to areas already resolved through a prior agreed upon Change.

• Any savings the party realized through overperformance of the other party in areas of the project, which must be disclosed and used to offset any claimed delay costs, such as any savings associated with over-delivery by LOUDOUN COUNTY, meaning that when LOUDOUN COUNTY meets its obligations earlier than expected (in full days only), the savings for that early delivery will be tracked by [Vendor], or the cost of any delays by [Vendor] not yet reduced from the firm fixed price.

• Any costs incurred during any period of time [Vendor] was in breach of the Agreement.

• Any costs incurred during any period of time where [Vendor] was not performing consistent with the terms of the Agreement, including meeting all SLAs.
  
  o This shall not apply if [Vendor] can demonstrate and furnish sufficient evidence the failure of [Vendor] to perform in a manner consistent with the Agreement or meet an SLA is entirely due to an Egregious Delay caused by LOUDOUN COUNTY and such a determination would be reasonable under the circumstances.

• Any costs where [Vendor] is unable or unwilling to furnish evidence satisfactory to LOUDOUN COUNTY according to this Agreement, including regarding subcontractors.

A.7.4 Remittance of Approved Delay Costs

Any approved delay costs shall be remitted as follows:

• Approved delay costs due to [Vendor] will be in the form of reducing the projected total retainage amount, based on the current contract values, by the approved delay cost and releasing that retainage amount equal to the approved delay cost upon LOUDOUN COUNTY approval of the next milestone payment during the normal course of business of the project.
  
  o Any portion of the approved delay costs that exceed the projected retainage amount shall be new monies paid to [Vendor] upon LOUDOUN COUNTY approval of the next milestone payment during the normal course of business of the project or within 30 days if no payment milestones remain.
  
  o All costs assigned to a subcontractor will require documentation signed by an authorized executive of [Vendor] and the subcontractor in question that the full amount, if approved, will be remitted to subcontractor and that [Vendor] will in no way recover such amount back from the subcontractor directly or indirectly.
  
  o Recalculations of original retainage amounts shall be performed as appropriate by LOUDOUN COUNTY to align with current contract values. If necessary,
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LOUDOUN COUNTY will determine if subsequent RFCs should be approved for “true up” purposes.

- Approved delay costs due to LOUDOUN COUNTY will be in the form of a credit applied to the invoice for the next payment milestone, based on current contract values, approved by LOUDOUN COUNTY during the normal course of business of the project.
  - Any portion of delay costs due that exceed the amount of the next payment milestone will be applied as credits to subsequent payment milestones.
  - Any portion of delay costs that exceed the expected amount due for all remaining payment milestones shall be new monies paid to LOUDOUN COUNTY within 30 days.
  - Recalculations of original payment milestone amounts shall be performed as appropriate by LOUDOUN COUNTY to align with current contract values. If necessary, LOUDOUN COUNTY will determine if subsequent RFCs should be approved for “true up” purposes.

A.7.5 Efforts to Recover Approved Delay Costs

Subsequent to any approved delay costs, the parties agree to work together in good faith to recover any approved delay costs, in part or in whole, incurred, wherever possible or reasonable to do so, in a manner that does not unduly burden either party, impact the quality of delivery, or that would reasonably create a high risk of new delay costs. As recovery is realized and mutually agreed, the parties agree to pursue Change Controls as appropriate, including adjustments to remittance of any previously approved delay costs, such as restoring retainage amounts or credit adjustments. Each party shall have a right to submit a Request for Change if it believes the other party is not acting in good faith in this regard.

In the event for any reason there are approved delay costs remitted to a party that the party does not ultimately realize, the party agrees to notify the other party in a timely manner and will promptly make arrangements to return such delay costs remitted or appropriate portion thereof.

B. CHANGE CONTROL TOOLS

LOUDOUN COUNTY will approve all change control tools that will be used to document and track Requests for Change and otherwise support the Change Control Process. These may include a combination of tools LOUDOUN COUNTY identifies or tools that [Vendor] proposes that LOUDOUN COUNTY approves. [Vendor] agrees to use all approved change control tools as required by LOUDOUN COUNTY. [Vendor] must provide full access to LOUDOUN COUNTY and maintain appropriate backups of any [Vendor]-hosted tools approved to support the Change Control Process.

C. CHANGE REQUEST DOCUMENTATION

During the Change Control Process, LOUDOUN COUNTY may, at its sole discretion, require [Vendor] to provide information, documentation and/or evidence as a condition of considering a
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Request for Change. For example, evidence that [Vendor] provided LOUDOUN COUNTY with advance notice of a potential Request for Change and explored reasonable alternatives to a Request for Change may be required. [Vendor] will not be entitled to additional monies related to Requests for Change (e.g., preparing, researching). Moreover, [Vendor] shall not recover retroactively for costs incurred prior to the contractual execution of a LOUDOUN COUNTY approved Request for Change. All proposed cost increases associated with proposed Requests for Change will require detailed information as determined by LOUDOUN COUNTY, which at minimum shall include a rationale as to why the cost increase is permissible to be sought per the contract, an accounting of all actions taken to avoid the need for a cost increase, and a detailed build-up of the proposed cost increase. Undocumented discussions and agreements that may occur verbally with no formal RFC, shall not be considered in the evaluation of the RFC.

Requests for Change will be documented using the agreed-upon format and tool by the party (LOUDOUN COUNTY or [Vendor]) submitting the Request for Change (RFC).

The documentation accompanying the Request for Change will include a description of the proposed change; the justification for the change; a summary of the effect the change would have on the technology, schedule, quality and cost; any risks posed or mitigated by the change; and any potential workarounds to the change. All proposed redlines to SCOPE OF WORK or other Agreement documents must also be included with the RFC submission. In addition, the RFC must include a clear decision that is requested to be made, something that can be approved, rejected or, if needed, deferred (such as to gather additional information or to instead review a more time-sensitive RFC).

At a minimum, each RFC will include all of the following information. LOUDOUN COUNTY, at its sole discretion, may require additional information for particular RFCs or all RFCs beyond what is listed below.

<table>
<thead>
<tr>
<th>Required Information</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Descriptor / Title</td>
<td>A title for the RFC that will adequately identify it as distinct from other potential changes</td>
</tr>
<tr>
<td>Change Request Number</td>
<td>Unique number to identify this specific request (may be automatically generated in the Change Process Tool)</td>
</tr>
<tr>
<td>Work Plan Task IDs</td>
<td>Related tasks in the work plan</td>
</tr>
</tbody>
</table>
| Priority                 | Requestor is to indicate priority of RFC from its perspective. Priority categories are subject to change by LOUDOUN COUNTY.  
<pre><code>                        | 1 – Critical (Impeding Project Progress) |
</code></pre>
<p>|                          | 2 – High (May Impede Project Progress)                                      |
|                          | 3 – Medium (Need Resolution Soon)                                           |
|                          | 4 – Low (Needs Monitoring)                                                  |</p>
<table>
<thead>
<tr>
<th>Required Information</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Impact Areas and Levels</td>
<td>Requestor is to indicate impact areas and level of impact from its perspective. Impact areas and level categories are subject to change by LOUDOUN COUNTY.</td>
</tr>
<tr>
<td></td>
<td>• Impact areas may include categories such as “scope” or “schedule”</td>
</tr>
<tr>
<td></td>
<td>• Impact levels for each area may be “high”, “medium”, or “low”</td>
</tr>
<tr>
<td>Summary</td>
<td>Brief description of RFC</td>
</tr>
<tr>
<td>Decision(s) Required</td>
<td>Accounting of discreet decisions required (i.e., describes the specific decisions that can be acted upon rather than an open-ended question)</td>
</tr>
<tr>
<td>Change Request Type</td>
<td>Change Request Types to be determined by LOUDOUN COUNTY. May include categories such as Requirements, Design, Code, Document, Contract, Staffing, Schedule, Performance or SLA.</td>
</tr>
<tr>
<td>Status</td>
<td>Statuses to be determined by LOUDOUN COUNTY, such as: Potential (a potential RFC that is being monitored but may or may not be formally submitted), Submitted, Under Review, Approved by LOUDOUN COUNTY, Rejected by LOUDOUN COUNTY.</td>
</tr>
<tr>
<td>Requirement Area(s)</td>
<td>Requirement Area categories to be determined by LOUDOUN COUNTY. May include Workflow and Business Rules, Data, Correspondence, Audit, Document Management, etc.</td>
</tr>
<tr>
<td>Dates</td>
<td>LOUDOUN COUNTY to determine the dates to be tracked. Including date submitted, review dates, target dates, etc.</td>
</tr>
<tr>
<td>Owners and Stakeholders</td>
<td>LOUDOUN COUNTY to determine the owners and stakeholders related to the change to be tracked.</td>
</tr>
<tr>
<td>Logged By</td>
<td>Project member that logged the request</td>
</tr>
<tr>
<td>SCOPE OF WORK and Agreement Cross References and Redlines</td>
<td>Specific related RFC cross references to SCOPE OF WORK and Agreement and any specific proposed redlines to SCOPE OF WORK and Agreement.</td>
</tr>
<tr>
<td>RFC History</td>
<td>Captures history of activity on the Request for Change, such as: the requested course of action is described, with responsible parties, and actions or decisions that occurred at each applicable level in the process.</td>
</tr>
<tr>
<td>Business Impact/Risk</td>
<td>LOUDOUN COUNTY to determine categories of potential business impact/risk to be captured as part of RFC, such as:</td>
</tr>
</tbody>
</table>
### Required Information

<table>
<thead>
<tr>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Continuity, Customer Service, Workflow Efficiency, Data Feeds or Quality, Privacy and Security, Legal/Regulatory, etc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>The business benefits associated with the change, quantified whenever possible</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Cost Impact with Effort and Duration Quote or Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>If applicable, cost quote / estimate with build-up (e.g., total estimate to complete in effort hours over specific duration (days/weeks/months), appropriately broken down (e.g., design, development, testing, training, deployment)). If would be no cost impact or a decrease in cost, must be specified in the RFC submission.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Deliverable Acceptance Process</th>
</tr>
</thead>
<tbody>
<tr>
<td>Indicates if this Request for Change will require Deliverable Acceptance Process to be triggered for a change in a formal contract deliverable</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Decision Section</th>
</tr>
</thead>
<tbody>
<tr>
<td>Captures LOUDOUN COUNTY decision (Approved, Rejected, Deferred), authorization signature and date.</td>
</tr>
</tbody>
</table>

All documentation that is provided or maintained as part of the Change Control Process is subject to the State Freedom of Information Law ("FOIL") provisions under the same terms and conditions as any other materials or data associated with this Agreement.

### D. CHANGE REVIEW PROCESS

LOUDOUN COUNTY will determine upon submission of the RFC in the specified format and through the identified tool, the nature, timing and initiation of change review. LOUDOUN COUNTY’ review may result in requiring additional analysis of the potential impact of the RFC on the project, such as to scope, cost and schedule, as well as to project goals and measures. The amount of any proposed Charge need not be approved at the same time as the substance of the change in the Request for Change, meaning that negotiation of the Charge amount may occur in parallel or after the approval of the substance of the Request for Change.

At each level of LOUDOUN COUNTY review, the RFC will be evaluated to determine if all the information logged is correct, including the priority and impact; the supporting documentation is sufficient; and the RFC does not violate any terms of the Agreement. In addition, the RFC may be evaluated based on additional criteria such as the following:

- Size of change
- Complexity of change in reference to related system and overall Solution
- Date when change is needed
- Impact on the Scope, cost and schedule, as well as the overall Solution; this includes impact of making and not making the change
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- Risks to the Scope, cost and schedule, as well as the overall Solution; this includes risks of making and not making the change
- Impact on intended Solution benefits
- Criticality of functional area involved in the change
- Approved changes already in process
- Test requirements of change
- Resources (e.g., hardware, system, people, skills) needed for making the change
- Possible alternatives or workarounds
- Contract amendment required, if any

As part of the review of the RFC, LOUDOUN COUNTY may expend time and solicit input from the applicable LOUDOUN COUNTY technical or operational stakeholders to validate the necessity of the change and the effects the change will have on the lead's area of the project and the ultimate Solution.

If the RFC requires an amendment to the Agreement, upon approval by LOUDOUN COUNTY, the RFC will be provided to LOUDOUN COUNTY for review. These approvals are required prior to any Request for Change that requires a contract amendment being considered approved for purposes of the Change Control Process.

E. CHANGE IMPLEMENTATION

Upon final approval of an RFC, [Vendor] will incorporate and maintain versioning of approved changes into the applicable project plans and artifacts as required and ensure that progress on the change is tracked in a way that is identifiable separate from unrelated activities. LOUDOUN COUNTY will maintain its rights to review and approve any adjustments made to the project plan or other artifacts or deliverables, and how the change is incorporated into requirements, deliverables, services and service levels, as applicable.

Any monies included in the approved RFC shall be handled as follows:

- Services monies shall be added to the firm fixed price and then the payment schedule updated, including distribution of monies to appropriate phases, payment milestones, and retainage consistent with the build-up for the charges (see above).
  - The approved RFC shall not create a special payment structure and therefore shall not directly or indirectly have the effect of manipulating or otherwise changing the original agreed upon payment structure, such as advancing monies in the approved RFC that would have been paid at later milestones in the project if such monies were part of the original Agreement, or using mechanisms to artificially shift payments in a manner that is inconsistent with the spirit of the Agreement and the RFP it is based on.
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- Non-services monies shall not be payable before LOUDOUN COUNTY takes delivery of the goods in question.

- Approved delay costs shall be handled as described above.

In the event the Change is not fully implemented, or does not fully achieve target outcomes, as agreed for any reason, all associated monies shall be returned to the appropriate parties and any planned future payments related to the Change reduced accordingly. All parties agree to work together to facilitate appropriate return of such monies, reduce planned future payments, or appropriate portions thereof in the case of partial implementation, or partial achievement of target outcomes, of the Change, in a timely manner in such an event.