A G R E E M E N T

THIS AGREEMENT by and between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the "City") and Sierra-Cedar, Inc., a Delaware corporation registered to do business in Colorado, whose address is 1255 Alderman Drive, Alpharetta, GA 30005 ("Contractor").

      1.   **SERVICES TO BE PERFORMED:** Contractor, under the general direction of, and in coordination with, the City's Chief Information Officer or other designated supervisory personnel (the "Manager") agrees to perform the services described on attached **Exhibit A** (the "Statement of Work" or "SOW").

      2.   **DELIVERY AND ACCEPTANCE**: Contractor shall provide services on a fixed fee basis, and invoice City upon achievement of milestones, as specified the SOW. Achievement of a milestone and payment therefore, shall only occur if and when the City has tested and certifies that the deliverable giving rise to the milestone conforms to the acceptance criteria for the milestone specified in the SOW. Acceptance procedures, and re-performance periods if necessary, shall be described in the SOW. A deliverable that is not accepted or rejected by the City within five (5) business days of submission by the Contractor shall be deemed accepted.

      3.   **TERM:** The term of the Agreement is from July 31, 2015 through December 31, 2017, unless terminated earlier pursuant to the provisions of the Agreement.

      4.   **COMPENSATION AND PAYMENT:**

      A.   **Fee:** The fee for the services is described in the SOW (the "Fee"). The Fee shall be paid pursuant to the City's Prompt Payment Ordinance and in accordance with the payment milestones set forth in the SOW.

      B.   **Reimbursement Expenses:** The fees specified above include all expenses, and no other expenses shall be separately reimbursed hereunder.

      C.   **Invoicing:** Contractor must submit an invoice which shall include the City contract number and clear identification of the deliverable that has been completed. Payment of all uncontested amounts shall be made in accordance with the City's Prompt Payment Ordinance.

      D.   **Maximum Contract Liability:**

      (i)   Any other provision of this Agreement notwithstanding, in no event shall the City be liable for payment for services rendered and expenses incurred by Contractor under the terms of this Agreement for any amount in excess of the sum of **FIVE MILLION FIVE HUNDRED THOUSAND DOLLARS ($5,500,000.00)** (the "Maximum Contract Amount"). Contractor acknowledges that the City is not obligated to execute an Agreement or an amendment to Contractor for any further work and that any work performed by

Contractor beyond that specifically described in the Scope of Work to this Agreement is performed at Contractor's risk and without authorization under this Agreement.

(ii)   It is understood and agreed that any payment obligation of the City hereunder, whether direct or contingent, shall extend only to funds appropriated by the Denver City Council for the purpose of this Agreement, encumbered for the purpose of the Agreement and paid into the Treasury of the City. Contractor acknowledges that (a) the City does not by this Agreement, irrevocably pledge present cash reserves for payments in future fiscal years, and (b) this Agreement is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of the City.

5.   STATUS OF CONTRACTOR: It is understood and agreed that the status of Contractor shall be that of an independent contractor and a person retained on a contractual basis to perform professional or technical services for limited periods of time and it is not intended, nor shall it be construed, that Contractor or its employees are employees or officers of the City under Chapter 18 of the Denver Revised Municipal Code or for any purpose whatsoever. Contractor and the City shall coordinate the services being provided under this Agreement as set forth in the applicable Statement of Work.

6.   TERMINATION:

A.   The City has the right to terminate this Agreement, with or without cause, on thirty (30) days written notice to Contractor. However, nothing herein shall be construed as giving Contractor the right to perform services under this Agreement beyond the time when such services become unsatisfactory to the Manager.

B.   Contractor may terminate this Agreement by written notice to the City in the event that the City breaches a material provision of this Agreement and fails to cure such breach to the Contractor's reasonable satisfaction within thirty (30) days of written notice specifying the breach.

C.   If this Agreement is terminated by the City or Contractor for any reason, Contractor shall be compensated for, and such compensation shall be limited to, (1) the sum of the amounts contained in invoices which it has submitted and which have been approved by the City; (2), the reasonable value to the City of the work which Contractor performed prior to the date of the termination notice, but which had not yet been approved for payment; and (3) the cost of any work which the Manager approves in writing which is needed to accomplish an orderly termination of the work. The City shall be entitled to an immediate prorated refund of any prepaid fees for services not provided as of the date of termination.

D.   Upon termination of this Agreement by the City, Contractor shall have no claim of any kind whatsoever against the City by reason of such termination or by reason of any act incidental thereto, except for compensation for work satisfactorily performed as described herein.

7.   **EXAMINATION OF RECORDS:** Contractor agrees that any duly authorized representative of the City, including the City Auditor, shall, until the expiration of three (3) years after the final payment under this Agreement, have access to and the right to examine any books, documents, papers and records of Contractor, involving transactions related to this Agreement.

8.   **WHEN RIGHTS AND REMEDIES NOT WAIVED:** In no event shall any action by either Party hereunder constitute or be construed to be a waiver by the other Party of any breach of covenant or default which may then exist on the part of the Party alleged to be in breach, and the non-breaching Party's action or inaction when any such breach or default shall exist shall not impair or prejudice any right or remedy available to that Party with respect to such breach or default; and no assent, expressed or implied, to any breach of any one or more covenants, provisions or conditions of the Agreement shall be deemed or taken to be a waiver of any other breach.

9.   **INSURANCE:**

A.   **General Conditions:** Contractor agrees to secure, at or before the time of execution of this Agreement, the following insurance covering all operations, goods or services provided pursuant to this Agreement. Contractor shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, during any warranty period, and for three (3) years after termination of the Agreement. The required insurance shall be underwritten by an insurer licensed or authorized to do business in Colorado and rated by A.M. Best Company as "A-"VIII or better. Each policy except for technology errors & omissions shall contain a valid provision or endorsement requiring notification to the City in the event any of the required policies is canceled before the expiration date thereof. Such written notice shall be sent to the parties identified in the Notices section of this Agreement. Such notice shall reference the City contract number listed on the signature page of this Agreement. Said notice shall be sent thirty (30) days prior to such cancellation. If such written notice is unavailable from the insurer, contractor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the parties identified in the Notices section by certified mail, return receipt requested within three (3) business days of such notice by its insurer(s) and referencing the City's contract number. If any policy is in excess of a deductible or self-insured retention, the City must be notified by the Contractor. Contractor shall be responsible for the payment of any deductible or self-insured retention. The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not lessen or limit the liability of the Contractor. The Contractor shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement.

B.   **Proof of Insurance:** Contractor shall provide a copy of this Agreement to its insurance agent or broker. Contractor may not commence services or work relating to the Agreement prior to placement of coverages required under this Agreement. Contractor certifies that the certificate of insurance attached as Exhibit B, preferably an ACORD certificate, complies with all insurance requirements of this Agreement. The City requests that the City's contract number be referenced on the Certificate. The City's acceptance of a certificate of insurance or other proof of insurance that does not comply with all insurance requirements set

forth in this Agreement shall not act as a waiver of Contractor's breach of this Agreement or of any of the City's rights or remedies under this Agreement. The City's Risk Management Office may require additional proof of insurance, including but not limited to policies and endorsements.

C. **Additional Insureds:** For Commercial General Liability, Auto Liability and Excess Liability/Umbrella (if required), Contractor and subcontractor's insurer(s) shall include the City and County of Denver, its elected and appointed officials, employees and volunteers as additional insured.

D. **Waiver of Subrogation:** For all coverages required under this Agreement except technology errors & omissions, Contractor's insurer shall waive subrogation rights against the City.

E. **Subcontractors and Subconsultants:** All subcontractors and subconsultants (including independent contractors, suppliers or other entities providing goods or services required by this Agreement) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of the Contractor. Contractor shall include all such subcontractors as additional insured under its policies (with the exception of Workers' Compensation) or shall require that all such subcontractors and subconsultants maintain the required coverages. Contractor agrees to provide proof of insurance for all such subcontractors and subconsultants upon request by the City.

F. **Workers' Compensation/Employer's Liability Insurance:** Contractor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of $100,000 per occurrence for each bodily injury claim, $100,000 per occurrence for each bodily injury caused by disease claim, and $500,000 aggregate for all bodily injuries caused by disease claims. Contractor expressly represents to the City, as a material representation upon which the City is relying in entering into this Agreement, that none of the Contractor's officers or employees who may be eligible under any statute or law to reject Workers' Compensation Insurance shall effect such rejection during any part of the term of this Agreement, and that any such rejections previously effected, have been revoked as of the date Contractor executes this Agreement.

G. **Commercial General Liability:** Contractor shall maintain a Commercial General Liability insurance policy with limits of $1,000,000 for each occurrence, $1,000,000 for each personal and advertising injury claim, $2,000,000 products and completed operations aggregate, and $2,000,000 policy aggregate.

H. **Business Automobile Liability:** Contractor shall maintain Business Automobile Liability with limits of $1,000,000 combined single limit applicable to all owned, hired and non-owned vehicles used in performing services under this Agreement.

I. **Technology Errors & Omissions including Cyber Liability:** Contractor shall maintain Technology Errors and Omissions insurance including cyber liability, network security, privacy liability and product failure coverage with limits of $1,000,000 per claim and $1,000,000 policy for all claims.

J. **Additional Provisions:**

(a) For Commercial General Liability, the policy must provide the following:

  (i) Contractual liability covering the indemnification provisions of the Agreement;
  (ii) Defense costs are outside the limits of liability;
  (iii) A severability of interests or separation of insureds provision (no insured vs. insured exclusion); and
  (iv) A provision that coverage is primary and non-contributory with other coverage or self-insurance maintained by the City.

(b) For claims-made coverage:
  (i) The retroactive date must be on or before the contract date or the first date when any goods or services were provided to the City, whichever is earlier

(c) Contractor shall advise the City in the event any general aggregate or other aggregate limits are reduced below the required per occurrence limits. At their own expense, and where such general aggregate or other aggregate limits have been reduced below the required per occurrence limit, the Contractor will procure such per occurrence limits and furnish a new certificate of insurance showing such coverage is in force.

10. **REPRESENTATION AND WARRANTY:** Contractor represents and warrants that:

A. All services will be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards;

B. Each deliverable provided under this Agreement will conform to applicable specifications contained in the Scope of Work attached hereto for a period of 90 days after it is accepted by the City, provided that the deliverable is not modified by the City or another Party without Contractor's written consent.

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.

11. **DEFENSE AND INDEMNIFICATION:**

A. Contractor hereby agrees to defend, indemnify, and hold harmless City, its appointed and elected officials, agents and employees from and against (1) any and all damages, including loss of use, to property, including City property; or (2) injuries or death of any person

or persons (including officers, agents and employees of the City); and (3) any and all claims, demands, suits, causes of action, liabilities, fines, penalties, costs, expenses (including reasonable attorney fees, expert witness fees and all associated defense fees), or proceedings of any kind or nature, of or by any thirty party, alleging intellectual property infringement, employment claims, personal injury or property damage in any way resulting from, or arising out of, directly or indirectly, the acts or omissions of Contractor or those performing under it in connection with its operations or performance under this Agreement or its use or occupancy of real or personal property hereunder, including acts or omissions of the officers, employees, agents, contractors, representatives, invitees, or licensees of the Contractor or its subcontractors. Contractor's obligation to indemnify or hold harmless the City, its officers, agents, employees, and elected officials shall not apply to liability or damages proximately caused by and apportioned to the negligence or intentional wrongdoing of the City's officers, agents and employees.

B. Contractor's duty to defend and indemnify City shall arise at the time written notice of the Claim is first provided to City regardless of whether Claimant has filed suit on the Claim. Contractor's duty to defend and indemnify City shall arise even if City is the only party sued by claimant.

C. Insurance coverage requirements specified in this Agreement shall in no way lessen or limit the liability of the Contractor under the terms of this indemnification obligation. The Contractor shall obtain, at its own expense, any additional insurance that it deems necessary for the City's protection.

D. This defense and indemnification obligation shall survive the expiration or termination of this Agreement.

EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE. EXCEPT FOR CONTRACTOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, CONTRACTOR'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF ONE MILLION DOLLARS OR THE FEES PAID UNDER THE SCOPE OF WORK.

12. **COLORADO GOVERNMENTAL IMMUNITY ACT:** The parties hereto understand and agree that the City is relying upon, and has not waived, the monetary limitations and all other rights, immunities and protection provided by the Colorado Governmental Act, § 24-10-101, et seq., C.R.S. (2003).

13. **TAXES, CHARGES AND PENALTIES:** The City shall not be liable for the payment of taxes, late charges or penalties of any nature other than the compensation stated herein, except for any additional amounts which the City may be required to pay under D.R.M.C. § 20-107 to § 20-115. The City shall provide Contractor with proof of its tax-exempt status and assume responsibility for any sales or use taxes applicable to the services provided under this Agreement in the event that it loses such tax-exempt status.

14.   ASSIGNMENT: Contractor covenants and agrees that it will not assign or transfer its rights hereunder without first obtaining the written consent of the Manager except that Contractor may assign its right to payment hereunder as required by any banking or surety agreement without the Manager's prior written consent. Any other attempts by Contractor to assign or transfer its rights hereunder without such prior written consent of the Manager shall, at the option of said Manager, automatically terminate this Agreement and all rights of Contractor hereunder. Such consent may be granted or denied at the sole and absolute discretion of said Manager. A change in control of Contractor shall not constitute and assignment hereunder.

15.   NO THIRD PARTY BENEFICIARY: It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the City and Contractor, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreements. It is the express intention of the City and Contractor that any person other than the City or Contractor receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

16.   NO AUTHORITY TO BIND CITY TO CONTRACTS: Contractor has no authority to bind the City on any contractual matters. Final approval of all contractual matters which obligate the City must be by the City, as required by Charter and ordinance.

17.   AGREEMENT AS COMPLETE INTEGRATION-AMENDMENTS: This Agreement, including any exhibit attached hereto (each of which is specifically incorporated herein) is intended as the complete integration of all understandings between the parties. No prior contemporaneous or subsequent addition, deletion, or other amendment hereto shall have any force or effect, unless embodied herein in writing, and executed in the same manner as this Agreement.

18.   SEVERABILITY: The parties agree that if any provision of this Agreement or any portion thereof is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected.

19.   CONFLICT OF INTEREST:

A.   The parties agree that no employee of the City shall have any personal or beneficial interest whatsoever in the services or property described herein; and Contractor further agrees not to hire or contract for services any employee or officer of the City which would be in violation of the Denver Revised Municipal Code, Chapter 2, Article IV, Code of Ethics, or Denver City Charter §§ 1.2.8, 1.2.9, and 1.2.12.

B.   Contractor agrees that it will not engage in any transaction, activity or conduct which would result in a conflict of interest under this Agreement. Contractor represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities or conduct that would affect the judgment, actions or work of Contractor by placing Contractor's own interests, or the interests of any party with whom

Contractor has a contractual arrangement, in conflict with those of the City. The City, in its sole discretion, shall determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Contractor written notice which describes the conflict. Contractor shall have thirty (30) days after the notice is received to eliminate or cure the conflict of interest in a manner which is acceptable to the City.

20.   **NOTICES**: All notices required by the terms of the Agreement must be hand delivered, sent by overnight courier service, mailed by certified mail, return receipt requested, or mailed via United States mail, postage prepaid, if to Contractor at the address first above written, and if to the City at:

> Chief Information Officer or Designee
> 201 West Colfax Avenue, Dept. 301
> Denver, Colorado 80202

With a copy of any such notice to:

> Denver City Attorney's Office
> 1437 Bannock St., Room 353
> Denver, Colorado 80202

Notices hand delivered or sent by overnight courier are effective upon delivery. Notices sent by certified mail are effective upon receipt. Notices sent by mail are effective upon deposit with the U.S. Postal Service. The parties may designate substitute addresses where or persons to whom notices are to be mailed or delivered. However, these substitutions will not become effective until actual receipt of written notification.

21.   **DISPUTES:** All disputes of whatever nature between the City and Contractor regarding this Agreement shall be resolved by administrative hearings pursuant to the procedure established by Denver Revised Municipal Code, § 56-106(b), et seq. For the purposes of that procedure, the City official rendering a final determination shall be the City representative identified in Paragraph 1 hereof.

22.   **GOVERNING LAW; VENUE:** This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, the Charter and Revised Municipal Code of the City and County of Denver, and the ordinances, regulations and Executive Orders enacted and/or promulgated pursuant thereto, including any amendments. The Charter and Revised Municipal Code of the City and County of Denver, as the same may be amended from time to time, are hereby expressly incorporated into this Agreement as if fully set out herein by this reference. Venue for any legal action relating to this Agreement shall lie in the District Court in and for the City and County of Denver.

23.   **NO DISCRIMINATION IN EMPLOYMENT:** In connection with the performance of work under this Agreement, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

24 **USE, POSSESSION OR SALE OF ALCOHOL OR DRUGS:** While present on City property for purposes of this Agreement Contractor shall cooperate and comply with the provisions of Executive Order 94 and its Attachment A thereto concerning the use, possession or sale of alcohol or drugs. Violation of these provisions or refusal to cooperate with implementation of the policy can result in the City barring Contractor from City facilities or participating in City operations.

25. **CONFIDENTIAL INFORMATION; OPEN RECORDS:**

A. **City Information:** Contractor acknowledges and accepts that, in performance of all work under the terms of this Agreement, Contractor may have access to Proprietary Data or confidential information that may be owned or controlled by the City, and that the disclosure of such Proprietary Data or information may be damaging to the City or third parties. Contractor agrees that all Proprietary Data, confidential information or any other data or information provided or otherwise disclosed by the City to Contractor shall be held in confidence and used only in the performance of its obligations under this Agreement. Contractor shall exercise the same standard of care to protect such Proprietary Data and information as a reasonably prudent contractor would to protect its own proprietary or confidential data. "Proprietary Data" shall mean any materials or information which may be designated or marked "Proprietary" or "Confidential", or which would not be documents subject to disclosure pursuant to the Colorado Open Records Act or City ordinance, and provided or made available to Contractor by the City. Such Proprietary Data may be in hardcopy, printed, digital or electronic format.

B. **Use and Protection of Proprietary Data or Confidential Information:**

(i) Except as expressly provided by the terms of this Agreement, Contractor agrees that it shall not disseminate, transmit, license, sublicense, assign, lease, release, publish, post on the internet, transfer, sell, permit access to, distribute, allow interactive rights to, or otherwise make available any Proprietary Data or confidential information or any part thereof to any other person, party or entity in any form of media for any purpose other than performing its obligations under this Agreement. Contractor further acknowledges that by providing Proprietary Data or confidential information, the City is not granting to Contractor any right or license to use such data except as provided in this Agreement. Except as required by law, Contractor further agrees not to disclose or distribute to any other party, in whole or in part, the Proprietary Data or confidential information without written authorization from the Manager and will immediately notify the City if any information of the City is requested from the Contractor from a third party.

(ii) Contractor agrees, with respect to the Proprietary Data and confidential information, that: (1) Contractor shall not copy, recreate, reverse engineer or decompile such data, in whole or in part, unless authorized in writing by the Manager; (2) Contractor shall retain no copies, recreations, compilations, or decompilations, in whole or in part, of such data; and (3) Contractor shall, upon the expiration or earlier termination of the Agreement, destroy (and, in writing, certify destruction) or return all such data or work products

incorporating such data or information to the City. Notwithstanding the foregoing, Contractor shall be permitted to retain Proprietary Data or confidential information in its electronic data back up systems, provided that it maintains such Proprietary Data or confidential information in accordance with the terms of this Agreement.

(iii)   It is the responsibility of the Contractor to take commercially reasonable measures to secure Contractor's computers or any other storage devices which are used by Contractor to access and/or store City data. This includes industry accepted firewalls and up-to-date anti-virus software. Contractor will maintain controlled access to the physical location of any computers or any other storage devices it uses to access and/or store City data to the extent such hardware resides at Contractor's offices. When performing work at the City's offices or in other locations which are not controlled by Contractor, Contractor shall secure any of its computers or other storage devices that it uses to access and/or store City data with anti-theft devices such as locking cables, place such hardware in locked cabinets or secure such hardware with other locking systems.

C.   Employees and Sub-Contractor: Contractor will inform its employees and officers of the obligations under this Agreement, and all requirements and obligations of Contractor under this Agreement shall survive the expiration or earlier termination of this Agreement.   Contractor shall not disclose Proprietary Data or confidential information to subcontractors unless such subcontractors are bound by non-disclosure and confidentiality provisions at least as strict as those contained in this Agreement.

D.   Disclaimer: Notwithstanding any other provision of this Agreement, the City is furnishing Proprietary Data and confidential information on an "as is" basis, without any support whatsoever, and without representation, warranty or guarantee, including but not in any manner limited to, fitness, merchantability or the accuracy and completeness of the Proprietary Data or confidential information. Contractor is hereby advised to verify its work. The City assumes no liability for any errors or omissions herein. Specifically, the City is not responsible for any costs including, but not limited to, those incurred as a result of lost revenues, loss of use of data, the costs of recovering such programs or data, the cost of any substitute program, claims by third parties, or for similar costs. If discrepancies are found, Contractor agrees to contact the City immediately.   However, the City realizes that if it provides inaccurate or incomplete information, the resulting work product may not be provided in as timely a fashion and may not function properly.

E.   Contractor's Information: To the extent applicable in this Agreement, the City understands and agrees that the Contractor's deliverables and documentation including, but not limited to, source code, object code, the interface requirements document(s), acceptance test procedures, the Statement of Work, structure and organization, the know-how implemented in the deliverables (collectively "Contractor Confidential Information") constitute the valuable properties and trade secrets of Contractor, embodying substantial creative efforts which are secret, confidential, and not generally known by the public, and which secure to Contractor a competitive advantage. The City agrees during the term of this Agreement and any license granted hereunder, and thereafter, to hold the Contractor Confidential Information including any copies thereof and any

documentation related thereto, in strict confidence and to not permit any person or entity to obtain access to it except as required for the City's exercise of the license rights granted hereunder, and except as required by the parties understand that all the material provided or produced under this Agreement may be subject to the Colorado Open Records Act., § 24-72-201, et seq., C.R.S. (2003). In the event of a request to the City for disclosure of such information, the City shall advise Contractor of such request in order to give Contractor the opportunity to object to the disclosure of any of its Contractor Confidential Information and take necessary legal recourse. In the event of the filing of a lawsuit to compel such disclosure, the City will tender all such material to the court for judicial determination of the issue of disclosure and Contractor agrees to intervene in such lawsuit to protect and assert its claims of privilege against disclosure of such material or waive the same. Contractor further agrees to defend, indemnify and save and hold harmless the City, its officers, agents and employees, from any claim, damages, expense, loss or costs arising out of Contractor's intervention to protect and assert its claim of privilege against disclosure under this Article including but not limited to, prompt reimbursement to the City of all reasonable attorney fees, costs and damages that the City may incur directly or may be ordered to pay by such court.

26.   **LEGAL AUTHORITY:**

   A.   Contractor represents that it possesses the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken to enter into this Agreement.

   B.   The person signing and executing this Agreement on behalf of Contractor does hereby warrant and guarantee that he has been fully authorized by Contractor to execute this Agreement on behalf of Contractor and to validly and legally bind Contractor to all the terms, performances and provisions herein set forth.

   C.   The City shall have the right, at its option, to either temporarily suspend or permanently terminate this Agreement, if there is a dispute as to the legal authority of either Contractor or the person signing the Agreement to enter into this Agreement.

   27.   **NO CONSTRUCTION AGAINST DRAFTING PARTY:** Each of the Parties acknowledge that they and their respective counsel have had the opportunity to review this Agreement, and that this Agreement shall not be construed against any party merely because this Agreement or any of its provisions have been prepared by a particular party.

   28.   **CONTRACT DOCUMENTS; ORDER OF PRECEDENCE:** In the event of any conflicts between the language of this Agreement and the exhibits, the language of the Agreement shall control.

   29.   **SURVIVAL OF CERTAIN PROVISIONS:** The parties understand and agree that all terms and conditions of this Agreement together with the exhibits and attachments hereto which, by reasonable implication, contemplate continued performance or compliance beyond the termination of this Agreement (by expiration of the term or otherwise) shall survive such termination and shall continue to be enforceable as provided herein. Without limiting the

generality of the foregoing, the Contractor's obligations for the provision of insurance and to indemnify the City shall survive for a period equal to any and all relevant statutes of limitation, plus the time necessary to fully resolve any claims, matters, or actions begun within that period.

30.   **INUREMENT:** The rights and obligations of the parties herein set forth shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns permitted under this Agreement.

31.   **TIME IS OF THE ESSENCE:** The Parties agree that in the performance of the terms, conditions, and requirements of this Agreement, time is of the essence. The Parties acknowledge that Contractor's performance may be dependent upon performance by the City or others and that delays in the performance of the City or others may adversely affect the timing of Contractor's performance.

32.   **FORCE MAJEURE**: Neither party shall be responsible for failure to fulfill its obligations hereunder or liable for damages resulting from delay in performance as a result of war, fire, strike, riot or insurrection, natural disaster, unreasonable delay of carriers, governmental order or regulation, complete or partial shutdown of plant, unreasonable unavailability of equipment or software from suppliers, default of a subcontractor or vendor (if such default arises out of causes beyond their reasonable control), the actions or omissions of the other party or its officers, directors, employees, agents, vendors or elected officials and/or other substantially similar occurrences beyond the party's reasonable control ("Excusable Delay") herein. In the event of any such Excusable Delay, time for performance shall be extended for a period of time as may be reasonably necessary to compensate for such delay.

33.   **PARAGRAPH HEADINGS:** The captions and headings set forth herein are for convenience of reference only, and shall not be construed so as to define or limit the terms and provisions hereof.

34.   **CITY EXECUTION OF AGREEMENT:** This Agreement is expressly subject to and shall not be or become effective or binding on the City until it has been fully executed by all signatories of the City and County of Denver.

35.   **COUNTERPARTS OF THIS AGREEMENT:** This Agreement may be executed in counterparts, each of which shall be deemed to be an original of this Agreement.

36.   **ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS:** Contractor consents to the use of electronic signatures by the City. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the City in the manner specified by the City. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

37. **AIRPORT.** For all work performed at the Denver International Airport the following provisions will apply:

—. This Agreement is subject and subordinate to the terms, reservations, restrictions and conditions of any existing or future agreements between the City and the United States, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to the City for airport purposes and the expenditure of federal funds for the extension, expansion or development of the Denver Municipal Airport System, including Denver International Airport. The provisions of the attached Appendices Nos. 1 and 3 are incorporated herein by reference.

__. **AIRPORT SECURITY:**

A. It is a material requirement of this Contract that the Contractor shall comply with all rules, regulations, written policies and authorized directives from the City and/or the Transportation Security Administration with respect to Airport security. The Contractor shall conduct all of its activities at the Airport in compliance with the Airport security program, which is administered by the Security Section of the Airport Operations Division, Department of Aviation. Violation by the Contractor or any of its employees, subcontractors or vendors of any rule, regulation or authorized directive from the City or the Transportation Security Administration with respect to Airport Security shall be grounds for immediate termination by the City of this Contract for cause.

B. The Contractor shall promptly upon notice of award of this Contract, meet with the Airport's Assistant Security Manager to establish badging and vehicle permit requirements for the Contractor's operations under this Contract. The Contractor shall obtain the proper access authorizations for all of its employees, subcontractors and vendors who will enter the Airport to perform work or make deliveries, and shall be responsible for each such person's compliance with all Airport rules and regulations, including without limitation those pertaining to security. Any person who violates such rules may be subject to revocation of his/her access authorization. The failure of the Contractor or any subcontractor to complete any required services hereunder shall not be excused on account of the revocation for good cause of access authorization of any person.

C. The security status of the Airport is subject to change without notice. If the security status of the Airport changes at any time during the term of this Contract, the Contractor shall take immediate steps to comply with security modifications which occur as a result of the changed status. The Contractor may at any time obtain current information from the Airport Security Office regarding the Airport's security status in relation to the Contractor's operations at the Airport.

D. The Contractor shall return to the City at the expiration or termination of this Contract, or upon demand by the City, all access keys or access badges issued to it or any subcontractor for any area of the Airport, whether or not restricted. If the Contractor fails to do so, the Contractor shall be liable to reimburse the City for all the City's costs for work required to prevent compromise of the Airport security system. The City may withhold funds in the amount of such costs from any amounts due and payable to the Contractor under this Contract.

EXHIBITS
A-SCOPE OF WORK
B-CERTIFICATE OF INSURANCE

Denver International Airport
Business Process Alignment (BPA)
Statement of Work

November 2, 2015

Sierra-Cedar, Inc.
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DOCUMENT REVISION HISTORY

Version	Editor	Date	Summary
0.1	Sierra-Cedar	06.18.15	Initial Draft
0.2	Sierra-Cedar	06.25.15	Increased time and scope for DIA BPA
0.3	Sierra-Cedar	07.06.15	Updates from meeting 7/1/2015
0.4	Sierra-Cedar	07.07.15	Added verbiage for onsite/remote, expenses, and made final
0.5			
0.6			
0.7			
0.8			

1. INTRODUCTION

This Statement of Work ("SOW") is made as of November 2, 2015 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar") and Denver International Airport ("DIA"). This SOW incorporates by reference the Master Services Agreement between Sierra-Cedar and City and County ("Agreement"). In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.
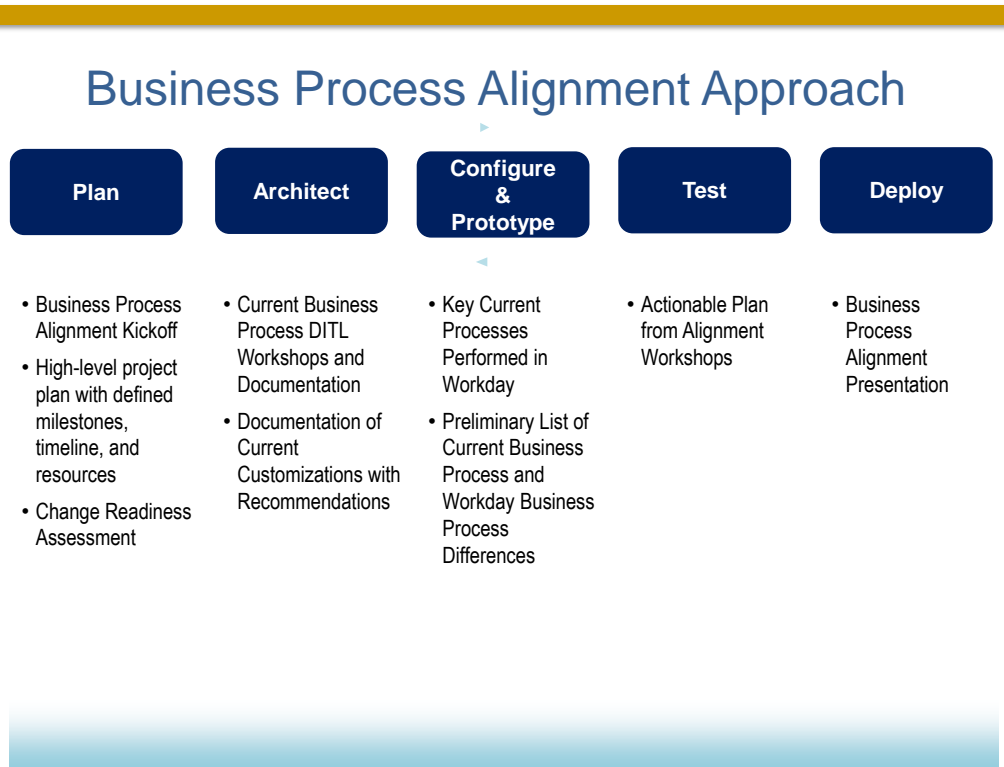
2. TERM

The term of this SOW is defined as the duration of the Project to execute Business Process Alignment for DIA. This SOW will commence as of November 2015 (Effective date) and will continue through completion of the project which is estimated to be March 2016.

3. APPROACH

The approach utilized by Sierra-Cedar to perform these services is Business Process Alignment. A high level overview and detailed verbiage of this approach follows.

3.1. BUSINESS PROCESS ALIGNMENT APPROACH

Business Process Alignment Approach

Plan	Architect	Configure & Prototype	Test	Deploy
• Business Process Alignment Kickoff • High-level project plan with defined milestones, timeline, and resources • Change Readiness Assessment	• Current Business Process DITL Workshops and Documentation • Documentation of Current Customizations with Recommendations	• Key Current Processes Performed in Workday • Preliminary List of Current Business Process and Workday Business Process Differences	• Actionable Plan from Alignment Workshops	• Business Process Alignment Presentation

Sierra-Cedar supports organizations in conducting a review of their Financials business processes prior to the start of a Workday deployment. Our Financial consultants will lead DIA in identifying key areas of the organization's Financials processes, documenting those business processes, determining the differences between the current processes and both the Workday standards and the City and County city-wide processes established during the City and County BPA , and identifying areas of standardization. This **Business Process Alignment (BPA)** will provide an opportunity for DIA to review current business practices in the context of a Workday deployment, recognize such benefits as process standardization, introduce and familiarize users with Workday technology, and prioritize policy and process changes.

The following approach will leverage Sierra-Cedar's consulting experience, and leading tools and methodologies, and standards inherent in the Workday solution to conduct the BPA. Sierra-Cedar's approach is composed of five phases:

Phase I – Business Process Alignment Project Initiation and Planning
Phase II – Current Business Process Review and Documentation – Day in the Life (DITL)
Phase III – Business Process Standards in a Workday Environment
Phase IV – Alignment of Current Key Business Processes and both the Workday standards and the City and County city-wide processes established during the City and County BPA
Phase V – Business Process Alignment Summary Report and Presentation

As a starting point, Sierra-Cedar will meet with DIA's project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as DIA's project team and the respective roles of DIA and Sierra-Cedar.

In order for DIA to have their own view of their business readiness, the Sierra-Cedar Business Readiness/Change Management Lead will prepare for and conduct an initial Change Readiness Assessment. This change readiness survey will be deployed to up to 250 employees. The results of the survey drive specific communication and training events to targeted user groups.

Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, DIA functional leads will walk Sierra-Cedar through DIA current processes. DIA functional leads and the Sierra-Cedar's Financials consultants will review and document DIA's key Financials business processes that will be supported, improved, and automated in the new Workday environment.

Sierra-Cedar will work with DIA's project team to determine the structure of the workshops, finalize the list of key business processes, identify participants, determine locations, and schedule the sessions. Sierra-Cedar will also lead DIA in determining representatives from the DITL Workshop participants that can lead the Workshop presentations covering the key Financials business processes in the current environment.

In addition to DIA resources who will participate in the Workshop presentations, the DITL Workshops will consist of approximately 5 DIA resources engaged in stakeholder focus groups. Focus groups are comprised of business process owners, support staff, and any other subject matter experts with different perspectives from across the organization that collectively form the knowledge base of the organization's business processes. Focus group members participate in DITL Workshops to review and document current business processes.

In advance of the current business processes DITL Workshops, the Sierra-Cedar technical consultants will present an introductory strategy for identifying and documenting current integrations, data to be migrated to the new Workday system, current system customizations, and top reporting needs during the DITL Workshops. The technical consultants will leverage DIA's documentation of existing integrations, standards reports, and customizations. Sierra-Cedar will complete a deliverable document of current customizations with recommendations on how to address based on Workday business processes.

Our goal for the integration strategy is to document available information leading to a greater understanding of DIA's current integrations that may be needed in a future Workday environment. The City and County project has already created an integration inventory based on PeopleSoft and will use that as a starting point but will fully incorporate DIA integration needs. This will be used as input to the DITL Workshops. This current integration inventory will be used to create an integration diagram / pattern document and can be used as an accelerator to the Workday design sessions when the deployment project is initiated.

Our goal for the data strategy is to help the City and County to develop a high level understanding of data requirements in future Workday applications. Based on our Workday experience, we will provide the City and County with a generic listing of data focus areas based on the scope identified by the City and County. The City and County can use this information to "jump start" the data cleansing and mapping efforts prior to the kickoff of the Workday deployment project. In addition, Sierra-Cedar will provide the City and County with options for dealing with the any data history requirements during the deployment project and post go live. Sierra Cedar will complete a deliverable document during BPA for data history options that will provide the City and County with options for dealing with any data history requirements during the deployment project and post go live. The Sierra-Cedar technical consultant will also provide the City and County with the leading practices for performing data cleanup as a project deliverable during BPA.

Our goal for the reporting strategy is to gather information regarding the key standard reports that are currently required and produced for the City and County. These key reporting requirements will be entered in a matrix by process area within the scope defined by the City and County. The matrix will be created in the context of our experience with Workday reporting and can be used as input to the design sessions upon deployment project initiation. This too can act as an accelerator to the Workday deployment. The matrix will also be used to map to standard reports so the City and County can prioritize reports that need to be developed for go live.

The BPA initiative will leverage DIA's list of existing PeopleSoft customizations. This will be used as input to the DITL Workshops and in the alignment of the differences between DIA's current business processes executed in PeopleSoft and those business processes executed in Workday which occur in BPA Phase IV. The list of PeopleSoft customizations can act as an accelerator to the design sessions in the Workday deployment project.

Once the DITL Workshops are complete, the Sierra-Cedar Financials consultants will demonstrate how the key Financials business processes will be performed using Workday standard processes. Executing the key processes in a Workday environment will help to familiarize DIA stakeholders/focus groups with Workday terminology as well as the sequence of steps in the business processes.

As the Sierra-Cedar consultants execute the Workday standard business processes, DIA's DITL Workshop stakeholder/focus group members and Sierra-Cedar consultants should note the differences between how the key business processes are performed today as described in the DITL Workshops in Phase II, and how they will be performed in Workday.

After completing the current business process alignment DITL Workshops in Phase II and the business process demonstrations in a Workday environment in Phase III, Sierra-Cedar and DIA will compile the information into a report describing the differences between DIA's current business processes and both the Workday standards and the City and County city-wide processes established during the City and County BPA. Leveraging the Preliminary List of Current Business Process and Workday Business Process Differences created in Phase III, DIA and Sierra-Cedar will develop an actionable plan for DIA to execute to align the differences. The actionable plan will include recommendations and plans on how the differences will be addressed regardless of the difference. These recommendations may include solutions that include but aren't limited to configuration, business process changes, policy changes, or development in another software, such as salesforce.com.

Based on the information gathered in the first four phases of the BPA initiative, Sierra-Cedar will develop a report capturing the overall project effort. The report will document DIA's key current business processes based on the DITL Workshops, the differences between the current business process and both the Workday standards and the City and County city-wide processes

established during the City and County BPA, and the general causes of the differences between the current DIA key business processes and executing those processes using both the Workday standards and the City and County city-wide processes established during the City and County BPA. Sierra-Cedar will deliver the summary report to DIA's team members and will be available for questions and discussion. DIA's team will be asked for feedback. As appropriate, Sierra-Cedar will revise the report based on DIA's feedback. Sierra-Cedar will also deliver an onsite presentation to the Project Team members.

Once the Business Process Alignment is completed, Sierra-Cedar consultants will stay engaged with the DIA financial team to revisit the HCM Organizational Structure and the Financial Data Model. The Sierra-Cedar consultants will conduct further workshops to determine that the outcome from the City and County architect sessions; the HCM Organization Structure and Financial Data Model meet DIA requirements. The consultants will document any changes and update the Design Decision Guides and/or Workbooks and provide this information back to the City and County HCM Lead and the Sierra-Cedar HCM Solution Architect once reviewed by the DIA Functional leads and project team. This work described in this paragraph will allow DIA to confirm that the HCM Organization Structure and the Financials Data Model will meet the requirements for DIA.

A final process that Sierra Cedar will engage in after the completion of the Business Process Alignment will be to have the Change Management/Business Readiness Lead conduct workshops as needed to facilitate the change process for any changes and action items that come from the Actionable Plan.

The outputs from the DIA Business Process Alignment will be used by the Sierra-Cedar deployment team as input to their Architect design sessions in the City and County Workday Deployment project and any additional SOW work that is written for DIA.

4. TIMELINE

Sierra-Cedar services will span approximately five (5) months from the start date. The estimated start date will be in November 2015 for the Business Process Alignment with an estimated completion in March 2016.

Our timeline assumes an estimated project start date in November 2015. The sample graphical timeline of the engagement is listed below.

The DIA BPA project described in this SOW is running in conjunction with the City and County Workday BPA and Deployment project and will remain in sync per the City and County timeline. The below timeline fits within the City and County timeline and any changes in the below timeline will need to be escalated to project management immediately.

Business Process Alignment Timeline

Nov-15				Dec-15				Jan-16					Feb-16				Mar-16			
11/2/2015	11/9/2015	11/16/2015	11/23/2015	11/30/2015	12/7/2015	12/14/2015	12/21/2015	12/28/2015	1/4/2016	1/11/2016	1/18/2016	1/25/2016	2/1/2016	2/8/2016	2/15/2016	2/22/2016	2/29/2016	3/7/2016	3/14/2016	3/21/2016
BPA																				
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21

5. PROJECT PHASES - DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. Each deliverable will have an acceptance criteria for signoff on a form that is agreed to by DIA and Sierra-Cedar. As Sierra Cedar completes the associated deliverable for a given milestone, it will present DIA with an Acceptance Certificate (see Appendix D). Within five (5) business days following receipt of the deliverables and Acceptance Certificate and returning it to Sierra Cedar (the "Acceptance") or, if DIA does not believe the milestones have been reached or that the deliverables are acceptable, DIA will notify Sierra Cedar in writing of the basis for its rejection. If DIA does not accept or reject the Acceptance Certificate within such Acceptance period, Acceptance will be deemed to have occurred. If DIA rejects any milestone deliverables presented by Sierra Cedar, the written rejection notice shall specify the basis for DIA's determination that the milestones had not been reached or the deliverables are not acceptable. The Acceptance Process will repeat until Acceptance occurs.

The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. The list of deliverables includes those for the Business Process Alignment approach:

- Business Process Alignment Approach

5.1 BUSINESS PROCESS ALIGNMENT APPROACH DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria

Conduct Business Process Alignment Kickoff	Business Process Alignment Kickoff	Sierra-Cedar will meet with DIA's project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as DIA's project team and the respective roles of DIA and Sierra-Cedar.	Sierra-Cedar	DIA	DIA attends and reviews kickoff meeting presentation
Create High Level Project Plan	High Level Project Plan	Based on information gathered in previous activities, Sierra-Cedar will refine a high-level project plan template that contains project scope, time frames, milestones, and resources.	Sierra-Cedar	DIA	DIA signoff on High Level Project Plan
Conduct Baseline Change Readiness Assessment	Baseline Change Readiness Assessment (BPA Phase) – this will give DIA a separate survey that isn't part of the City and County	Sierra-Cedar will deploy the baseline change readiness survey to up to 100 employees who will be impacted by the HCM/Payroll and Financials implementations. Once the results of the change readiness assessment have been presented to DIA, those results will be incorporated into the approach for the Business Readiness Strategy and the Communication Plan for the City and County as a whole. The City and County will be presented with quantitative data which is then used to help execute an effective user engagement, communication, and training program.	Sierra-Cedar	DIA	DIA signoff on Baseline Change Readiness Assessment results.
Conduct Current Business Processes Day In the Life (DITL) Workshops and Create Documentation	Current Business Processes DITL Workshops and Documentation - Financials	Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, DIA functional leads will walk Sierra-Cedar through DIA current processes. DIA Financials team and Sierra-Cedar's Financial consultants will review and document DIA's key Financial business	Sierra-Cedar	DIA	DIA signoff on Key Business Processes Document

		processes that will be supported, improved, and automated in the new Workday environment.			
Demo Document Key Current Processes performed in Workday	Key Current Processes performed in Workday – Financials	Sierra-Cedar Financials consultants will demonstrate how the key Financial business processes will be performed using both the Workday standards and the City and County city-wide processes established during the City and County BPA. This is a workshop setting.	Sierra-Cedar	DIA	DIA sign off on the Key Current Processes Demo
Create Preliminary List of Current Business Processes and Workday Business Process Differences	Preliminary List of Current Business Processes and Workday Business Process Differences - Financials	As the Workday business processes are demonstrated, Sierra-Cedar will document the key differences with input from DIA in how the processes are currently performed.	Sierra-Cedar	DIA	DIA sign off on list of key differences
Create Actionable Plan from Alignment Workshops	Actionable Plan from Alignment Workshops - Financials	Leveraging the Preliminary List of Current Business Process and Workday Business Process Differences, Sierra-Cedar will develop with input from DIA an actionable plan for DIA to execute to align the differences. This plan will include only items that are agreed upon by the client and can be completed within 150 days for the start of Architect.	Sierra-Cedar	DIA	DIA signoff on Actiontionable Plan .
Update SaaS Integration Platform Document	Updated SaaS Integration Platform Document	The integration diagram / pattern document will be updated.	Sierra-Cedar	DIA	DIA signoff on updated SaaS Integration Document
Create Data History Options Document	Data History Options Document	Sierra-Cedar will provide DIA with options for dealing with the any data history requirements during the deployment project and post go live.	Sierra-Cedar	DIA	DIA signoff on Data History Options Document
Create Data Cleanup Leading Practices Document	Data Cleanup Leading Practices Document	The Sierra-Cedar technical consultant will provide DIA with the leading practices for performing data cleanup.	Sierra-Cedar	DIA	DIA signoff on Data Cleanup Leading Practices Document
Document Current	Document of Current Customizations with	Using the existing list of customizations as inputs	Sierra-Cedar	DIA	DIA signoff of the Current

Customizations with Recommendation	Recommendations - Financials	into the DITL workshops, Sierra-Cedar will provide recommendations based on Workday business processes including a rough order of magnitude cost estimate.			Customizations with Recommendations Document
Create and Present Business Process Alignment Presentation	Business Process Alignment Presentation	Based on the information gathered in the BPA initiative, Sierra-Cedar will develop a report capturing the overall project effort. This report will be updated and presented to the Executive Sponsors and project team for DIA specifics.	Sierra-Cedar	DIA	DIA signoff of Business Process Alignment Presentation
Confirm Functional Scope	Functional Scope Confirmation – Financials	Confirm functional scope for Financials from BPA sessions.	Sierra-Cedar	DIA	DIA signoff on Functional Scope
Updates to Design Decision Guides and/or Workbooks	Configuration Design – HCM Organizational Structure	More detailed design sessions to gather configuration data. After completing more BPA sessions, Sierra-Cedar will circle back with design sessions as needed to determine if any changes are needed to the HCM Organizational Structure. The Design Decision Guides and/or Workbooks include the security configuration.	Sierra-Cedar	DIA	DIA signoff on updates to Design Decision Guides and/or Workbooks
Communicate	Configuration Design Changes – HCM Organizational Structure	Any updates to the Design Decision Guides and/or Workbooks will be provided to the City and County HCM Lead and Sierra-Cedar HCM SA.	DIA and Sierra-Cedar (Shared)		
Updates to Design Decision Guides and/or Workbooks	Configuration Design – Financials – Financial Data Model (FDM)	More detailed design sessions to gather configuration data. After completing more BPA sessions, Sierra-Cedar will circle back with design sessions as needed to determine if any changes are needed to the Financials FDM. The Design Decision Guides and/or Workbooks include the security configuration.	Sierra-Cedar	DIA	DIA signoff on updates to Design Decision Guides and/or Workbooks This will confirm whether the City and County FDM will be sufficient for DIA.
Communicate	Configuration Design	Any updates to the Design	DIA and		

	Changes – Financials - FDM	Decision Guides and/or Workbooks will be provided to the City and County Financials Lead and Sierra-Cedar Financials SA.	Sierra-Cedar (Shared)		
Facilitate Business Readiness Sessions	Actionable Plan Workshops and Documentation - Financials	Sierra-Cedar will conduct and facilitate workshops from the Actionable Plan to help DIA start putting identified changes in place.	Sierra-Cedar	DIA	DIA signoff on minutes and action items from these workshops.

6. ROLES & RESPONSIBILITIES

6.1 DIA RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for DIA project team members. The assignment of named resources and final time allocations will be determined during the plan stage of the deployment using the project staffing tool and the project plan developed jointly by the Sierra-Cedar and DIA Project Team.

DIA ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)/ Executive Committee	▪ Responsible for championing the project ▪ Ensures that the appropriate resources are available for the project ▪ Works with the project manager to resolve escalated issues in a time-effective manner ▪ Signs off on key deliverables throughout the project ▪ Acts as an active and visible resource on the project ▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project ▪ Governance for any changes in scope	5 to 10 persons at 5 - 10%
Project Manager	▪ Responsible for managing the project to completion in partnership with Sierra-Cedar Project Manager ▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager ▪ Manages the issue and key decision log in partnership with Sierra-Cedar Project Manager ▪ Sets deadlines and evaluates milestones in partnership with Sierra-Cedar Project Manager	1 person at 50% during the five month duration

DIA ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	▪ Assigns responsibilities in partnership with Sierra-Cedar Project Manager ▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk in partnership with Sierra-Cedar Project Manager ▪ Escalates issues to the Steering Committee that may impact the go-live date in partnership with Sierra-Cedar Project Manager	
FUNCTIONAL		
Functional Lead – Financials	▪ Plays a key role during the workshops. ▪ Leads the functional team for a specific functional area(s), e.g., Financials ▪ Performs functional lead responsibilities such as: - Communicates business requirements	1 FTE at 75% for Accounting 1 FTE at 50% for Budget 1 FTE at 75% for Procurement 1 FTE at 75% for Projects/Grants 1 FTE at 50% for Reporting

Subject Matter Experts (SMEs) Financials	▪ Resources representing agencies / areas of functional expertise
	▪ Perform subject matter expert responsibilities such as:
	   - Communicate functional requirements
	   - Identify data to be converted/provide artifacts(sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes
	   - Provide functional knowledge and expertise on requirements
		Final subject matter expert allocation to be determine during plan stage. Estimated SME resources and allocations:
		Financials including FDM, Financial Reporting, Budgets
		Procurement / Suppliers
		Grants Management
		Project Management / Customers
		Banking & Settlement
		Business Assets
		1 FTE for at 50% for Maximo integration

TECHNICAL		
Integration Lead	▪ Responsible for providing technical knowledge and expertise related to DIA's integration requirements.	1 person up to 25%
Data Migration Lead	▪ Responsible for providing technical knowledge and expertise related to current systems used by DIA.	1 person up to 25%

6.2 SIERRA-CEDAR RESOURCES – ROLES AND RESPONSIBILITIES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with DIA to manage the allocations of resources as needed to support project needs.

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Project Manager	▪ Responsible for managing the overall project to completion in partnership with DIA Project Manager	1 person at 50%
	▪ Defines project standards, policies and procedures to be used across projects in partnership with DIA Project Manager	
	▪ Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments in partnership with DIA Project Manager	
	▪ Develops manages, and maintains the project plan in partnership with DIA Project Manager	
	▪ Performs financial management across the project in partnership with DIA Project Manager	
	▪ Manages the project issues, risks and key decision log in partnership with DIA Project Manager	
	▪ Sets priorities and deadlines and evaluates milestones in partnership with DIA Project Manager	
	▪ Assigns responsibilities in partnership with DIA Project Manager	
	▪ Provides project health reports to upper management and Workday on a regular basis in partnership with DIA Project Manager	
	▪ Escalates issues to the Executive Steering Committee that may impact the go-live date in partnership with DIA Project Manager	
	▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk in partnership with DIA Project Manager	
	▪ Interacts with Workday Delivery Assurance, Product Strategy and Development in partnership with DIA Project Manager	
Functional		
Solution Architects	▪ Responsible for leading workshops during the	Financials: 2 persons at

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	BPA ▪ Provides a framework for explaining the impact of key design decisions ▪ Documents any areas where requirements are not met ▪ Revisit HCM Organizational Structure ▪ Revisit Financial Data Model ▪ Confirm DIA Financial scope for going forward	35% - 50% HCM: Less than 40 hours
TECHNICAL		
Integration Architect	The Integration Architect is responsible for the overall strategy, design and development of the Workday integrations. ▪ Conducts the BPA work sessions and prepares all deliverables ▪ Will act as liaison into City and County project as well as for integration identification and oversight in partnership with DIA Project Manager	1 person at < 25%
Data Migration Consultant	The Data Migration consultant is responsible for the overall strategy of data migration into the Workday system. ▪ Conducts the BPA work sessions and prepares all deliverables	1 person at < 25%
BUSINESS READINESS/CHANGE MANAGEMENT		
Business Readiness/Change Management Lead	▪ Conducts the Change Readiness Assessment ▪ Conducts and facilitates change workshops to start the change process on decisions and action items from the Actionable Plan	1 person at 25% during the Business Process Alignment phase

6.3. ASSUMPTIONS – RESOURCES

- DIA and Sierra-Cedar will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in above.

- DIA project personnel will participate in accordance with time allocation stated in this statement of work and DIA will make all good faith efforts to maintain their assignment to the project as long as they remain active employees, and as consistent with City and County human resources policies and procedures, and collective bargaining agreements.

- Sierra-Cedar's project personnel will participate in accordance with time allocation stated in this statement of work and Sierra-Cedar will make all good faith efforts to maintain their assignment to the project as long as they remain active employees,

- DIA resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.

- Lack of performance by DIA or Sierra-Cedar resources that negatively impacts the project may require replacement of said resources. DIA and Sierra-Cedar agree that if mutually

agreed upon, a replacement resource will be identified and assigned within 2 business days after identification/agreement.

- Sierra-Cedar consultants will perform services in a combination of locations including DIA's office, in Sierra-Cedar's Solution Center and remotely. For the workshops during BPA, the consultants will be onsite and items such as documentation and follow up questions will be handled remotely.

- DIA will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.

- DIA will provide remote connectivity consistent with its security process and procedure to be used during the project.

- Changes to resources could impact pricing and require a change order.

7. FEES & PAYMENT SCHEDULE

Provided that each party complies with its respective obligations hereunder, Sierra-Cedar will complete the work defined in this Statement of Work for a fixed price amount of **$250,686.00** with fees to be paid at set milestones as defined in Section 7.2, Fees & Payment Schedule.

Upon completion of a payment milestone and acceptance of the associated deliverable(s), Sierra-Cedar will submit an invoice and that invoice becomes due and payable per terms in the Agreement.

7.1 EXPENSES

Sierra-Cedar shall bear all the costs associated with travel unless the Sierra-Cedar resource mix drops below 40% local to Colorado. Sierra-Cedar will notify DIA of any resource changes immediately prior to changing the expense model. If this occurs, actual expenses for non-local consultants will be pre-approved by DIA and invoiced to DIA based on Sierra-Cedar's Travel and Expense policy contained in the Agreement. The pre-approved expenses will not exceed 20% of the total contract amount.

7.2 FEES & PAYMENT SCHEDULE

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
BPA Project Kickoff **BPA High Level Plan** **BPA Business Change Readiness Assessment**	Nov-15	$63,186.00
BPA Financials Documents **BPA Actionable Plan from Alignment Workshops** **Updated SaaS Integration Platform Document** **Data History Options Document** **Data Cleanup Leading Practices Document**	Dec-15	$62,500.00
BPA Presentation	Jan-16	$62,500.00

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
Updated Design Decision Guides and/or Workbooks based on HCM Organizational Structure and Financial Data Model Workshops	Feb-16	$25,000.00
Workshops to Start Changes/Action Items from BPA Actionable Plan	Mar-16	$37,500.00
Total		**$ 250,686.00**

The authorized representatives of the parties have signed this Statement of Work.

Denver International Airport   Sierra-Cedar, Inc.

_____   _____
Signature   Signature

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

_____   _____
Date   Date

APPENDIX A – CHANGE CONTROL PROCESS

Below are the high-level steps of the Change Control Process. A detailed Change Control Process will be documented during the Planning Phase of the project. As the Change Control Process is fully defined, DIA and Sierra-Cedar will agree when this process will be invoked; e.g., changes requiring more than X number of hours.

To facilitate the Change Control Process, a governing Change Control Board (CCB) will be established for the duration of the project. The CCB will be composed of Stakeholders and Executive Sponsors from both DIA and Sierra-Cedar.

Situations wherein there is a lack of understanding or clarity in the defined requirements included in the Scope of Work will be handled on a case by case basis with guidance from the CCB.

Opportunities for Change Control items to be included in scope without impacting quality, budget or timeline will be documented accordingly.

Change Control items that impact quality, budget or timeline may require a DIA PMO Change Request to reflect decision(s) and activities required.

High-Level Change Control Process Steps

1. Requirement is documented by the requestor.
2. A high-level estimate for solution development is provided to facilitate prioritization and impact.
3. Requirement reviewed/signed-off by the Agency Sponsor for presentation to the CCB.
4. Requirement is presented for review to the CCB.
5. CCB actions the requirement with one of the following dispositions:
   o Approved/accepted
   o Declined/denied
   o Deferred – either future phase or additional information is required
   NOTE: Approval to proceed with development must be authorized in writing by DIA.
6. Communication to Project Team regarding disposition of Change Request.
7. If the Change Request is Approved,
   o A Detailed Solution Design is documented with level of effort hours estimate with an 80% degree of confidence.
   o Acceptance Approval is prepared and routed for signatures.
   o Sierra-Cedar and/or DIA Project Managers will determine timeline for delivery and update the schedule accordingly.

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: _____ / _____ / _____	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar _____
REQUEST SUBMITTED BY:	_____ , _____ , Sierra-Cedar

CHANGE ORDER NARRATIVE:
THE PURPOSE OF THIS CHANGE ORDER IS:
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS: Please include total project budget before and after proposed change order approval and net % of increase / decrease below:
ATTACHMENTS, SCHEDULES OR TABLES:
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled   .
The authorized representatives of the parties have signed this Change Order.

C.1   SIERRA-CEDAR SIMPLE CHANGE ORDER

SIERRA-CEDAR

Sierra-Cedar, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

Denver International Airport

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX B – RATE CARD FOR CHANGE ORDERS

Role	Hourly Rate Minimum	Hourly Rate Maximum
Project Sponsor	$ 175.00	$ 215.00
Engagement / Project Manager	$ 170.00	$ 210.00
Solution Architect	$ 165.00	$ 205.00
Principal Consultant	$ 160.00	$ 200.00
Principal Consultant - Data Migration	$ 150.00	$ 190.00
Data Migration Specialist	$ 140.00	$ 180.00
Integration Lead	$ 165.00	$ 205.00
Integration Consultant	$ 150.00	$ 190.00
Change Management Architect	$ 145.00	$ 185.00
Change Management Lead	$ 145.00	$ 185.00
Training Developer	$ 125.00	$ 165.00
Apprentice Rate	$ 125.00	$ 165.00

APPENDIX C – DIA AUTHORIZED ACCEPTANCE APPROVERS

Agency	Name (alphabetical order)	Title	Role
DIA	Angela Padalecki	Senior Advisor to CFO	Project Team Member
	Kelan Pape	Director of IT	Project Team Member
	Mike Rathbun	TS, Director of Business Services	Project Team Member
	Harley Rinerson	TS, Director of Compliance	Project Team Member
	George Karayiannakis	Senior Finance Manager	Project Team Member

APPENDIX D – SAMPLE APPROVAL OF ACCEPTANCE

Acceptance Certificate

City and County: Denver International Airport
Project: Business Process Alignment
Initiated By: Date:
_____

Milestone Reference: Type: ❏ Final

Description:

The above _____ has been reviewed by DIA and fully meets all deliverables
and requirements pertaining to its completion as outlined in the entirety of the Statement of Work
(SOW) and is hereby considered as having passed the acceptance criteria specified by DIA.

_____   _____
DIA Agency Representative   Date

_____   _____
DIA Agency Representative   Date

_____   _____
Sierra-Cedar Project Manager   Date

City and County of Denver
Workday Deployment
Statement of Work

August 1, 2015

Sierra-Cedar, Inc.
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Alpharetta, GA 30005
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Account Executive
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DOCUMENT REVISION HISTORY

Version	Editor	Date	Summary
0.1	Sierra-Cedar	04.13.15	Initial Draft
0.2	City and County	04.16.15	Updates to all Sections – Sierra-Cedar received 4.29.15
0.3	City and County	05.07.15	Received business comments
0.4	City and County	05.08.15	Received DIA comments
0.5	Sierra-Cedar	05.26.15	Rewrite based on all comments and meetings
0.6	City and County	06.02.15	Received Executive Sponsor, Business, and DIA comments on rewrite
0.7	Sierra-Cedar	06.12.15	Final Draft
0.8	Sierra-Cedar	06.17.15	Final
0.9	Sierra-Cedar	06.23.15	Added acceptance process in Section 7 – Final
1.0	Sierra-Cedar	06.30.15	Updated BPA timeline
1.1	Sierra-Cedar	07.02.15	Added SOW date

1.   INTRODUCTION

This Statement of Work ("SOW") is made as of August 1, 2015 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar") and City and County of Denver ("City and County"). This SOW incorporates by reference the Master Services Agreement between Sierra-Cedar and City and County ("Agreement"). In the event of a conflict in terms between this SOW and the Agreement, the terms of this SOW shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOW, provided such documents are in writing and signed by an authorized representative of each party.

2.   TERM

The term of this SOW is defined as the duration of the Project to convert the City and County from its legacy PeopleSoft HCM, Payroll and Financials to the Workday solution. This SOW will commence as of August 2015 (Effective date) and will continue through completion of the project which is estimated to be June 2017.

3.   APPROACH AND METHODOLOGY

The approach and methodology utilized by Sierra-Cedar to perform these services includes a combination of Sierra-Cedar's Business Readiness/Change Management and Business Process Alignment approach and stages of the deployment as defined in the Workday Accelerated Deployment Methodology of Plan, Architect, Configure/Prototype, Test and Deploy. The Business Process Alignment will be conducted prior to the HCM/Payroll/Financials deployment and execution of the Workday Accelerated Deployment Methodology. Business Readiness/Change Management will occur throughout the duration of the project. High level overviews and detailed verbiage of these three approaches and/or methodologies follow.

Workday's Accelerated Deployment Methodology is a deliverables-based approach that is supported by a comprehensive toolkit of planning documents, activities, configuration templates, and techniques to implement Workday applications effectively. The application of this methodology to the unique business needs of the City and County will be supported through business process analysis by Sierra-Cedar consultants with experience working within public sector organizations.

The overarching success of a project of this magnitude is for the project to be under the guidance of a project management governance. The role of the project management governance is to provide a decision making framework that is logical, robust, and repeatable to govern the project.

During the planning stage of the Business Process Alignment, the project management governance will be finalized and communicated so those people impacted will know the structure, people, and information that will be executed by the project management governance. This governance will also include how the gaps that are identified in Business Process Alignment will be handled to completion. This may include but is not limited to policy changes, process changes, communication, etc. Because these items will require change and communication, the Business Readiness leads will be part of this governance.

3.1. ASSUMPTIONS – PROJECT MANAGEMENT GOVERNANCE

- Sierra-Cedar's fixed price assumes that all of the City and County's departments will be actively represented on the project in all process and business areas where they will use the new system and that the City and County will maintain standard business processes and configurations across all departments.

- Overall project management responsibility will be shared between Sierra-Cedar and the City and County. The City and County will provide an executive Sponsor(s), project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The City and County Project Manager will be 100% dedicated to the project and a Sierra-Cedar Project Manager will be 80 - 85% dedicated to the project for the duration of the project.

- The City and County Executive Sponsor(s) will provide guiding principles to the team. The approach will use the default business processes. The City and County is responsible for the development of any end user departmental policies, procedures, and user manuals.
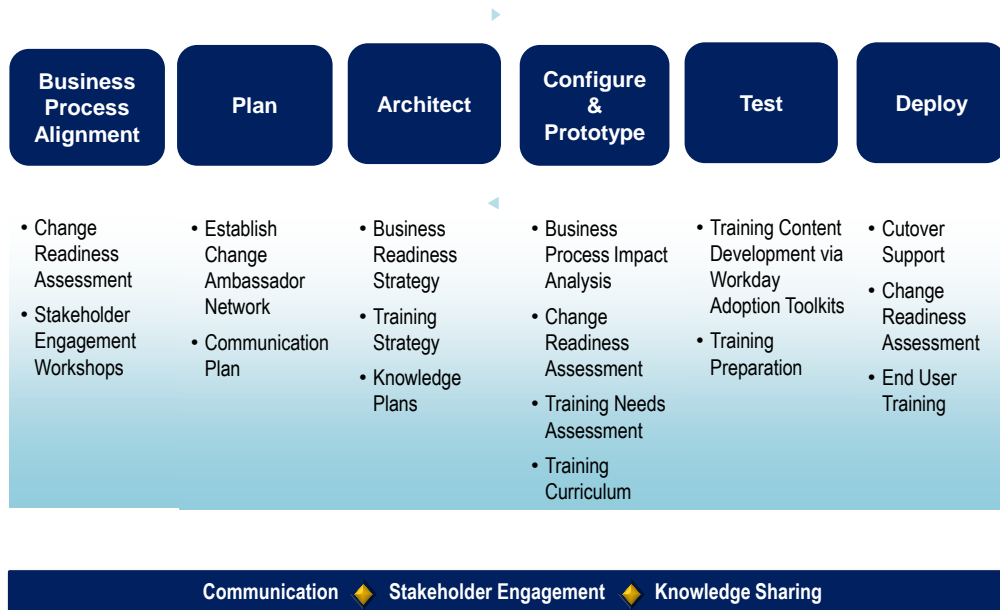
- The Sierra-Cedar Team will be reliant on the City and County Executive Sponsor(s) and other project participants for a number of critical tasks including (i) Subject Matter Expert (SME) support, (ii) prompt review and sign-off of deliverables, (iii) prompt decision making, and (iv) adoption of and standardization of standard process definitions.

- The City and County Executive Sponsor(s) will establish an Executive Committee for the Project that will serve as the escalation point for issues that cannot be resolved at the Project Team level. Sierra-Cedar and Executive Sponsor(s) will participate on the Executive Committee. Any resource changes in the Executive Committee may result in a change order.

- Sierra-Cedar will conduct project kick-off meetings with the Executive Committee and the Executive Sponsor(s)'s authorized project team members, which will initiate a Planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan. Additionally, critical path items and the timelines associated with each stage will be outlined by Sierra-Cedar using Sierra-Cedar's project methodology and approved by the City and County Executive Sponsor(s).

- Sierra-Cedar Project Sponsor and the City and County Executive Sponsor(s) will be visible and accessible to the joint Project Management team to provide direction, guidance, and rapid decision-making. Sierra-Cedar and the City and County Executive Sponsor(s) will meet with the joint Project Management Team throughout the project.

- The City and County Project Leadership will provide a plan of action for critical functional and technical issues within five (5) business days following identification of such issues. Issues not responded to within the allotted time will be immediately escalated to the City and County Executive Sponsor(s) for resolution. The Sierra-Cedar Project Manager must promptly bring up any issue(s) or delays that occur due to lack of Customer resources so as to avoid schedule impact.

- The City and County Executive Sponsor(s) and Sierra-Cedar will establish a Project Change Control process for the project and use the form in Appendix A. This process will be used to govern changes to the Statement of Work

The structure for the governance the project will start with is shown below.
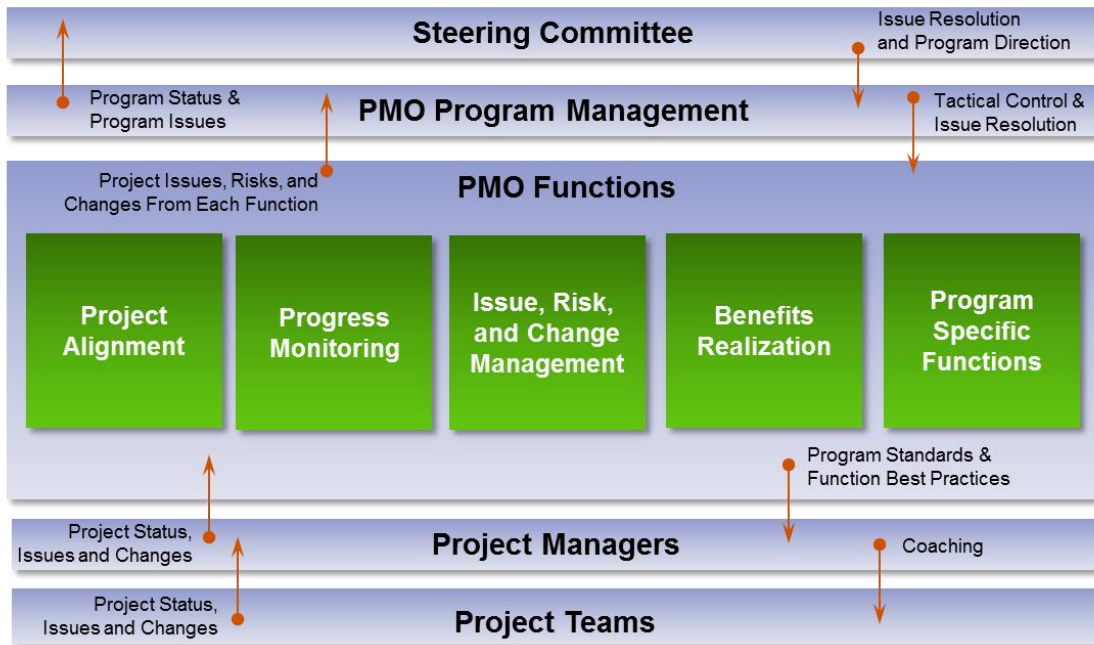
3.2. BUSINESS READINESS/CHANGE MANAGEMENT APPROACH

Business Readiness/Change Management Approach

Business Process Alignment	Plan	Architect	Configure & Prototype	Test	Deploy
• Change Readiness Assessment • Stakeholder Engagement Workshops	• Establish Change Ambassador Network • Communication Plan	• Business Readiness Strategy • Training Strategy • Knowledge Plans	• Business Process Impact Analysis • Change Readiness Assessment • Training Needs Assessment • Training Curriculum	• Training Content Development via Workday Adoption Toolkits • Training Preparation	• Cutover Support • Change Readiness Assessment • End User Training

Communication ◆ **Stakeholder Engagement** ◆ **Knowledge Sharing**

Sierra-Cedar's proprietary business readiness/change management approach is known as PRIME Solutions (Promote Readiness, Independence, Momentum, and Engagement). Through PRIME, Sierra-Cedar will help the City and County prepare for and manage business, organizational, and workforce transitions in an environment that is moving at an accelerated pace, using the City and County's distinctive, data-driven insights to increase the certainty of a successful program. The success of a change initiative of this magnitude is not only about planning, executing, and deploying the software that will drive the change but also about preparing the City and County for transformation, gaining stakeholder buy-in, and engaging executive sponsors to champion and support the change before, during, and after its deployment. Combining process changes with new tools requires a solid approach, effective support, and timely communication. Behavioral change involves people doing things differently therefore, Sierra-Cedar pays particular attention to work specifically aimed at stakeholder engagement, employee involvement, and communication.

Sierra-Cedar will conduct the Business Process Alignment and Workday initiatives in order to develop and deploy a business readiness/change management program that is integrated into the overall project. Organizational Alignment and Training Support activities are iterative by nature and include social processes such as involving the engagement of all stakeholder groups in establishing the case for the transformation to Workday. This includes identifying leading "soft" indicators that communication, user involvement, and training are having the desired impact, which will ultimately lead to the business benefits that are expected to result. Sierra-Cedar will lead activities such as mentoring of the Change Ambassador Network, development of communication content, and coaching throughout user acceptance testing, training content development, and training delivery.
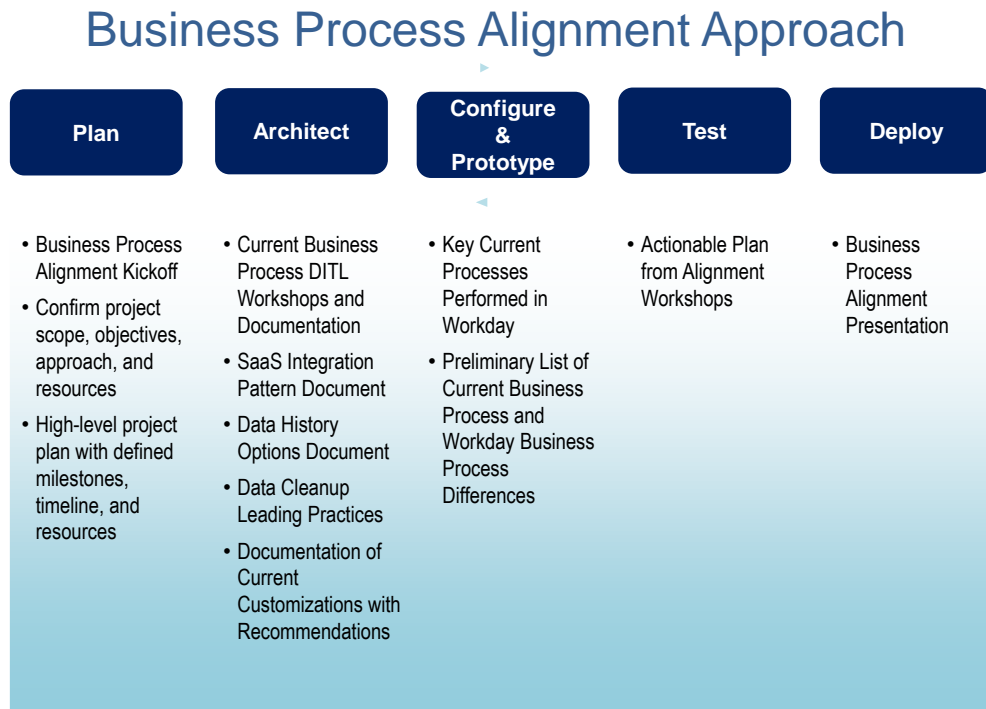
Communication is needed to keep people informed of what is happening during the project, and at the end to verify that people are aware of what difference the project has made. Before beginning the communications effort, Sierra-Cedar conducts a Communication Strategy Workshop with the purpose of developing a communication plan that outlines how the City and County intends to communicate the impacts and outputs of business process and Workday specific changes.

Using a pre-populated template as a starting point, Sierra-Cedar creates a Communication Plan that outlines the requirements for each audience type (stakeholder) and how the requirements will be achieved. This plan addresses the unique requirements of the City and County's geographically dispersed population. Ongoing activities include communication planning, key message development, media monitoring, and spokesperson training. Monitoring and maintenance of the communication plan is an iterative activity and occurs throughout the project's lifecycle.

Sierra-Cedar tailors the template-based training plan to the unique characteristics of and business process needs identified by the City and County's users. By accounting for these factors, we can prescribe a mix of training delivery methods to help provide employees with appropriate content. Sierra-Cedar treats training as part of a process that must be integrated into the ebb and flow of the work environment, rather than as a single event. This means that throughout the project there will be task and activities that occur that will have results that need to be incorporating into the training deliverables as well as training tasks and activities. Some of these include but are not limited to the communication plan, impact assessment, training curriculum, etc.

For training, Sierra-Cedar uses a train the trainer approach which includes the following activities: presentation skills workshop, functional workshops, and pilot training. The presentation skills workshops are conducted by Sierra-Cedar consultants to those participants from the City and County that will deliver the end user training. The functional workshops are facilitated by Sierra-Cedar as the City and County training content developers work with the City and County trainers by showing the functional capabilities in a training tenant. The pilot training is facilitated by Sierra-Cedar as the City and County trainers present back to the City and County training content developers a portion of the training course that each trainer will deliver.

3.3. BUSINESS PROCESS ALIGNMENT APPROACH

Business Process Alignment Approach

Plan	Architect	Configure & Prototype	Test	Deploy
• Business Process Alignment Kickoff • Confirm project scope, objectives, approach, and resources • High-level project plan with defined milestones, timeline, and resources	• Current Business Process DITL Workshops and Documentation • SaaS Integration Pattern Document • Data History Options Document • Data Cleanup Leading Practices • Documentation of Current Customizations with Recommendations	• Key Current Processes Performed in Workday • Preliminary List of Current Business Process and Workday Business Process Differences	• Actionable Plan from Alignment Workshops	• Business Process Alignment Presentation

Sierra-Cedar supports organizations in conducting a review of their Human Capital Management, Payroll and Financial business processes prior to the start of a Workday deployment. Our HCM, Payroll and Financial consultants will lead the City and County in identifying key areas of the organization's HCM, Payroll, and Financial processes, documenting those business processes, determining the differences between the current processes and Workday standard processes, and identifying areas of standardization. Our technical consultants will conduct strategy sessions related to data, integration, reporting, and customizations that will be leveraged in the deployment project. This Business Process Alignment (BPA) will provide an opportunity for the City and County to review current business practices in the context of a Workday deployment, recognize such benefits as process standardization, introduce and familiarize users with Workday technology, and prioritize policy and process changes.

The following approach will leverage Sierra-Cedar's consulting experience, and leading tools and methodologies, and standards inherent in the Workday solution to conduct the BPA. Sierra-Cedar's approach is composed of five phases:

Phase I – Business Process Alignment Project Initiation and Planning
Phase II – Current Business Process Review and Documentation – Day in the Life (DITL)
Phase III – Business Process Standards in a Workday Environment
Phase IV – Alignment of Current Key Business Processes and Workday Standard Processes
Phase V – Business Process Alignment Summary Report and Presentation

As a starting point, Sierra-Cedar will meet with the City and County's project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as the City and County's project team and the respective roles of the City and County and Sierra-Cedar.

Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, the City and County project leads will walk Sierra-Cedar through City and County current processes. The City and County project leads and the Sierra-Cedar's HCM and Financials consultants will review and document the City and County's key HCM, Payroll, and Financials business processes that will be supported, improved, and automated in the new Workday environment.

Sierra-Cedar will work with the City and County's project management to determine the structure of the workshops, finalize the list of key business processes, identify participants, determine locations, and schedule the sessions. Sierra-Cedar will also lead the City and County in determining representatives from the DITL Workshop participants that can lead the Workshop presentations covering the key HCM, Payroll, and Financials business processes in the current environment.

In addition to the City and County resources who will participate in the Workshop presentations, the DITL Workshops will consist of approximately 20 City and County resources engaged in stakeholder focus groups for both HCM/Payroll and Financial workshops. Focus groups are comprised of business process owners, support staff, and any other subject matter experts with different perspectives from across the organization that collectively form the knowledge base of the organization's business processes. Focus group members participate in DITL Workshops to review and document current business processes. They may act as change ambassadors within the organization helping to facilitate communications and provide support as required to help the organization understand the impact of process changes within departments.

In advance of the current business processes DITL Workshops, the Sierra-Cedar technical consultants will present an introductory strategy for identifying and documenting current integrations, data to be migrated to the new Workday system, current system customizations, and top reporting needs during the DITL Workshops. The technical consultants will leverage the City's documentation of existing integrations, standards reports, and customizations. Sierra-Cedar will complete a deliverable document of current customizations with recommendations on how to address based on Workday business processes.

Our goal for the integration strategy is to document available information leading to a greater understanding of the City and County's current integrations that may be needed in a future Workday environment. The City and County has already created an integration inventory based on PeopleSoft. This will be used as input to the DITL Workshops. This current integration inventory will be used to create an integration diagram / pattern document and can be used as an accelerator to the Workday design sessions when the deployment project is initiated.

Our goal for the data strategy is to help the City and County to develop a high level understanding of data requirements in future Workday applications. Based on our Workday experience, we will provide the City and County with a generic listing of data focus areas based on the scope identified by the City and County. The City and County can use this information to "jump start" the data cleansing and mapping efforts prior to the kickoff of the Workday deployment project. In addition, Sierra-Cedar will provide the City and County with options for dealing with the any data history requirements during the deployment project and post go live. Sierra Cedar will complete a deliverable document during BPA for data history options that will provide the City and County with options for dealing with any data history requirements during the deployment project and post go live. The Sierra-Cedar technical consultant will also provide the City and County with the leading practices for performing data cleanup as a project deliverable during BPA.

Our goal for the reporting strategy is to gather information regarding the key standard reports that are currently required and produced for the City and County. These key reporting requirements will be entered in a matrix by process area within the scope defined by the City and County. The

matrix will be created in the context of our experience with Workday reporting and can be used as input to the design sessions upon deployment project initiation. This too can act as an accelerator to the Workday deployment. The matrix will also be used to map to standard reports so the City and County can prioritize reports that need to be developed for go live.

The BPA initiative will leverage the City and County's list of existing PeopleSoft customizations provided to the Sierra-Cedar Project Manager during planning. This will be used as input to the DITL Workshops and in the alignment of the differences between the City and County's current business processes executed in PeopleSoft and those business processes executed in Workday which occur in BPA Phase IV. Like the other technical strategies in the BPA, the list of PeopleSoft customizations can act as an accelerator to the design sessions in the Workday deployment project.

Once the DITL Workshops are complete, the Sierra-Cedar HCM and Financials consultants will demonstrate how the key HCM, Payroll, and Financials business processes will be performed using Workday standard processes. Executing the key processes in a Workday environment will help to familiarize the City and County stakeholders/focus groups with Workday terminology as well as the sequence of steps in the business processes.

As the Sierra-Cedar consultants execute the Workday standard business processes, the City and County's DITL Workshop stakeholder/focus group members and Sierra-Cedar consultants should note the differences between how the key business processes are performed today as described in the DITL Workshops in Phase II, and how they will be performed in Workday.

After completing the current business process alignment DITL Workshops in Phase II and the business process demonstrations in a Workday environment in Phase III, Sierra-Cedar and the City and County will compile the information into a report describing the differences between the City and County's current business processes and the Workday standards. Leveraging the Preliminary List of Current Business Process and Workday Business Process Differences created in Phase III, the City and County and Sierra-Cedar will develop an actionable plan for the City and County to execute to align the differences. The actionable plan will include recommendations and plans on how the differences will be addressed regardless of the difference. These recommendations may include solutions that include but aren't limited to configuration, business process changes, policy changes, or development in another software, such as salesforce.com.

Based on the information gathered in the first four phases of the BPA initiative, Sierra-Cedar will develop a report capturing the overall project effort. The report will document the City and County's key current business processes based on the DITL Workshops, the differences between the current business process and Workday standard processes, and the general causes of the differences between the current City and County key business processes and executing those processes using Workday standard business processes. The recommendations from the actionable plan will also be brought forward into the final report. Sierra-Cedar will deliver the summary report to the City and County's team members and will be available for questions and discussion. The City and County's team will be asked for feedback. As appropriate, Sierra-Cedar will revise the report based on the City and County's feedback. Sierra-Cedar will also deliver an onsite presentation to the project's Executive Sponsors and Project Team members.

3.4. WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY
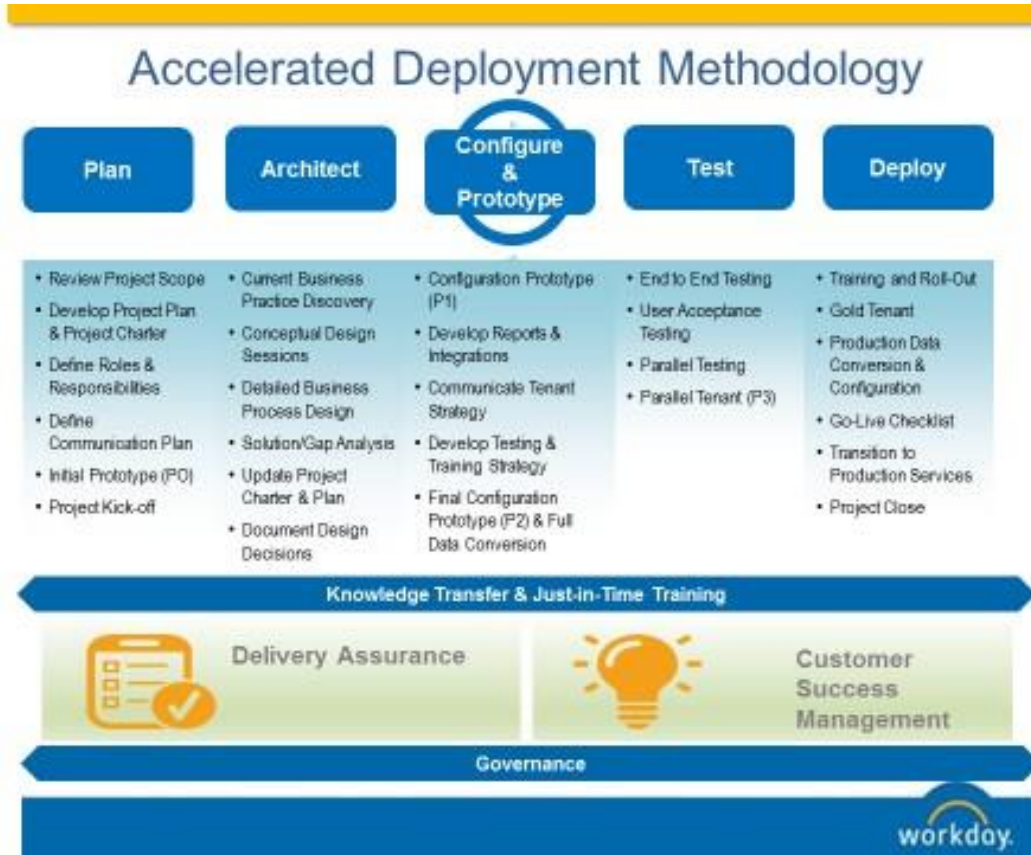
Stage 1: Plan

At the project onset, the combined project teams from the City and County and Sierra-Cedar will refine the scope of the project, developing clear project boundaries for what is in scope and out of scope and create a Project Charter. The objective of the Plan Stage is to establish a true consensus among the project team and key stakeholders on critical elements of what needs to be done, how it will be done, and who will do it.

Our project management approach engages the City and County and Sierra-Cedar Project Management Team to manage the Project Work Plan, project resources, and scope changes, as well as serve as the escalation point for project issues. Project management governance will be implemented and key strategies will be developed to deal with on-going project team communication, risk and issue management, change management, training, testing, reporting, and the transition to production support. The project managers will prepare the Project Work Plan and refine the project scope. The approved Project Work Plan and project scope will be the mechanism by which the project management team monitors project progress and identifies changes in the scope of services. The Project Work Plan will also identify the assigned resources, the deliverables, and the timing of the key deliverables.

Stage 2 - Architect

Requirements validation occurs at several points in the City and County's project. The first is through the BPA which happens prior to the start of the deployment portion of the project. One of the primary deliverables from the BPA is the identification of the differences between the City and County's key current HCM, Payroll and Financial business processes and those business processes executed in Workday. The preliminary list of current business processes and Workday business process differences deliverable will be used by the Sierra-Cedar deployment team as input to their Architect design sessions in which they will further flesh out the differences and determine the most efficient solution.

Following the Workday Accelerated Deployment methodology, during the Architect Stage of the project Sierra-Cedar will lead several Architect design sessions for the remaining business processes that weren't covered in the BPA.

Meeting/session minutes are captured, along with any action items, issues, or risks identified during the sessions. Action Items are placed into a SharePoint Action Item tracking tool (they can also be kept in a spreadsheet log if that is preferred), and are used to drive decisions needed to complete configuration. Issues (gaps) or challenges are also captured, and alternatives are presented for decision making. If there are key risks to the project, those are captured on the project risk log, so that they can be presented to the steering committee for mitigation strategies. Outcomes from these design sessions are captured by the Sierra-Cedar consultants in Design Decision Guides and then confirmed by the City and County project team. The Design Decision Guides cover all functional areas and security.

Sierra-Cedar will provide Design Decision Guide templates to be used in the next stage of design. Design Decision Guides capture the decisions that need to be made for each functional area along with the impact and reasoning behind each design decision. The reasoning is equally important as the decision itself for reference when future changes are considered to configuration. It also helps the City and County understand the "why" behind the configuration so that the City and County has a long term sustainable solution when the project is completed and the City and County can support the new system and processes. Our Design Decision Guides utilize an agile approach, in that the decisions often evolve throughout the implementation as we test and collaborate with our cross functional teams, in which case, the documentation is updated.

Discussions during these sessions take place on whether a requirement is a true requirement or is simply the way things have been done in the past. With over 300 pre-defined business processes, the approach focuses more on reviewing the way something is done within Workday and having the City and County communicate why something will not work versus the traditional model of the client providing not only what the requirement is but how the requirement should be met and the consulting team configuring / customizing the system to meet this design. This is a an important distinction of the design process as the City and County desires to take advantage of leading practices and the functionality inherent within Workday and meeting a "requirement" can involve doing things differently within the new system, yet still fulfilling the core requirement.

The Project Work Plan will be finalized with an updated schedule and resource assignments based on decisions made during this stage.

Following the functional design sessions, Sierra-Cedar will provide the City and County with the required data elements and formats that the City and County will extract into as necessary to execute the Data Migration Strategy. The resulting flat files will be encrypted and transferred to a data migration tool via sFTP. The data migration tool will be used to run various validation and mapping routines to transform the City and County's data into a format compatible with Workday's iLoad tool which is used to perform the import of data into Workday. Once the validation and mapping has been performed, the migration tool will provide a list of errors that the

City and County will have the ability to correct/update in the source system. Once the corrections have been made, the extract program will be rerun and the process will start over again. At the point that the validation and mapping routines are error free, the migration tool will populate the Workday iLoad templates with the transformed legacy data and the data will be loaded into the Workday Tenant. When that process is complete, the City and County will validate the data in the Workday Tenant. This process will be followed for both the HCM/Payroll and Financial phases of the project.

Integration and reporting specifications will be completed during the Architect stage so the code development and testing can commence during the next stage.

The City and County is required to complete Workday's project team training which is covered in the contract between Workday and the City and County before the beginning of this stage because the business decisions made at this stage will directly impact the entire project outcome and duration. Understanding the features, capabilities, and limitations of the software will help project team members reach the best decisions in the shortest amount of time.

Stage 3: Configure & Prototype

The objectives of the Configure & Prototype Stage are to complete the configuration of the Workday solution based on the business process design specifications, configuration analysis specifications, integration design, and custom report specifications developed in the Architect Stage. All application configurations are completed, the necessary legacy data is migrated, integration configuration is completed, and the tenant is fully prepared for the Testing Stage. This stage features an iterative cycle of configuring, unit testing, reconfiguring and retesting until the configured processes are validated to meet the City and County's organization-wide and department-specific business requirements. Reports and integrations are also built and unit tested following the same iterative process. At the conclusion of this stage, test plans, test scenarios, and test scripts are created by the City and County with facilitation provided by Sierra-Cedar per the testing approach below using the business processes and data designed specifically for the City and County.

In Stage 3, Sierra-Cedar will perform a data load for prototyping and another load to prepare for testing. The latter data load will be a full data load, as opposed to representative data, and will be critical for testing in addition to verifying the data migration process is repeatable.

To expedite the data migration process and assist the City and County with the analysis of their data, Sierra-Cedar offers a leading Workday data migration methodology and data migration tools which are included to complement Workday's iLoad and Data Loader tools.

Stage 4: Test

To assess the accuracy and performance of the new system, system testing, user acceptance, and parallel testing will be performed during this stage based on the Test Plan and scripts created during Stage 3 – Configure & Prototype. Each test effort has a different purpose and addresses a different set of conditions. The agreed-upon exit criteria for each test effort must be met before completing this stage and moving to the final stage: Deployment. While Sierra-Cedar will help plan the testing and advise the City and County on the content of the test scripts, the City and County assumes primary responsibility for conducting the actual testing. Sierra-Cedar's testing approach is as follows:

> The overall approach relies on the use of Sharepoint to define, coordinate and record results for test activities throughout the various stages of testing. The Sharepoint lists contain a baseline of Workday test scripts and is supplemented through discussions with

the City and County to expand those definitions to capture the specifics of the City and County's environment. Each project team member who will be participating in testing will be provided access to the Sharepoint project site and be expected to actively review the Sharepoint site.

Sierra-Cedar will:

- Conduct smoke (unit) tests to validate functionality and features are working prior to handing over to the City and County for testing.
- Facilitate the definition of the City and County End to End, Parallel Payroll, and User Acceptance Testing scenarios and Acceptance scenarios.
- Facilitate the assignment of testing resources to each test.
- Facilitate the coordination of data across test steps within scenarios.
- Work with the project team to schedule testing sessions and monitor assignments.
- Monitor and coordinate testing progress.
- Troubleshoot issues that occur during the testing phase.
- Report weekly statistics of testing progress including: total tests to be performed, tests performed to date, % completed , numbers of pass/fail, % pass/fail and a list of issues deemed "show stoppers".
- Conduct a daily testing de-brief during key testing activities to review progress and set the agendas and objectives for the following day.

City and County will:
- Define the City and County End to End, Parallel Payroll, and User Acceptance Testing scenarios and Acceptance scenarios.
- Agree that the scope of the testing defined is sufficient for the project to confirm the system. The testing will provide one key measure for authorization to move to Production with Workday.
- Define data to support each scenario/test step.
- Perform all tests with the exception of smoke (unit) testing.
- Log all issues and link those issues to the related test.
- Record the results of all tests in Sharepoint.

Stage 5: Deploy

This stage includes the steps necessary to move the Workday solution into production with the features and functionality described in the Project Charter. It also includes the transition to Workday Support Services for post-production support. The detailed Deployment Plan lists all remaining activities necessary for a successful deployment. A typical Workday deployment takes four weeks to perform and requires the following high level activities:

- Final check of iLoads for Gold build
- Extract of data from the City and County current Production environments
- Build of the Gold tenant which becomes the Production environment
- City and County validating the data migrated into the Gold build
- City and County inputting catch up transactions from the period of the data extracts from the current Production environment
- Delivery Assurance and approval from Workday to move into Production
- Go live

After going live, Sierra-Cedar will assist the City and County in its transition to Workday Production Services through a series of transition meetings. During this process, Sierra-Cedar will

conduct activities designed to transfer its knowledge of the City and County's deployment to the City and County's Production Support Team. This is an activity that will occur in the first or second week after go live and is required by Workday. Sierra-Cedar will provide post production support using the same resourcing model during the project of onsite/remote for one month after each go live for HCM/Payroll and Financials.

A formal exit interview takes place as a final opportunity for information gathering and sharing. A "Lessons Learned" meeting is held with key project personnel. From these findings, a document is published that provides observations and analysis concerning areas of the project that went well and those areas that could have been smoother. This final document also provides recommendations to the City and County on how to leverage successes and address foreseeable risks.

4. HIGH LEVEL SCOPE

The scope of this Statement of Work (SOW) is for services for the deployment of Business Readiness/Change Management, Business Process Alignment, Workday Human Capital Management (HCM), Payroll, and Financials solutions. Professional and Implementation Services provided by Sierra-Cedar are targeted to enable City and County to "Go-Live" on the Workday solution and retire the legacy applications while reducing manual processes as much as possible and following leading practices.

The scope of this project will cover the "out of the box", "with configuration", and "future release" columns of the requirements document provided by Workday; File 4-Exhibit 3-SCI and WD SysReq. The "with programming" column items are only part of the scope when included in Sierra-Cedar's integration scope. The "cannot meet" columns of the requirements document are not in scope for this project.

Denver International Airport (DIA) will be included in the project to the extent that DIA's configuration and business processes are the same as those of the City and County. Once these differ, that scope for DIA will be taken into a new Statement of Work for DIA.

5. DETAILED SCOPE

The features and functions which will be included in the deployment are listed below. The intent of the detailed scope is to provide the features, functions, configurations, and/or Workday business processes that will meet the requirements requested by the City and County.

5.1. HCM/PAYROLL SCOPE

Sierra-Cedar will design and configure HCM and Payroll generally available functionality as prioritized by the City and County. The configuration of each component listed below will be prioritized and designed during the initial stages of the project. The City and County will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the City and County. The following HCM/Payroll functionality and/or features are in scope as part of this implementation.

Human Capital Management consists of Worker Information, US-Specific Information and Reporting, Staffing which includes Onboarding, Workforce Planning, Compensation, Benefits, Talent, Absence, and Worklets and Reports for Human Capital Management.

- Core HR - Setup including tenant configuration for the United States. Active employee count up to 13,000 (including contingent workers).
- Organizations – Supervisory Org Set-up, up to 1300 Supervisory Orgs, up to 1 Companies, up to 2000 Cost Centers, up to 8 Pay Groups, up to 8 Regional or Business Unit Org.
- Jobs and Positions – Multiple staffing models, up to 2500 Job Profiles, up to 150 Job Families, and 1 Management Level Hierarchy

Compensation consists of the Compensation Framework, Manage Compensation Plans, Salary, Hourly, Allowance, Merit, Bonus, One-Time Payment, Compensation Statements, and Severance.

- Compensation – Includes up to 1 Currencies, up to 1300 Comp Grades and Profiles, and up to 3 Allowance Plans. Includes Annual Review processing for up to 1 Bonus Plan(s), up to 0 Stock Plan(s), and up to 5 Merit Plan(s) configured

Benefits consists of Costs and Rates, Health Care Plans, Insurance Plans, Retirement Savings Plans, Health Savings Plans, Spending Accounts, Enrollment Events and Rules, Open Enrollment, Passive Events, COBRA, Dependents and Beneficiaries.

- Benefits – Includes up to 8 Benefit Groups, up to 30 Benefit Plans, up to 15 Eligibility Rules including the 8 needed for the benefit groups, and up to 2 Passive Events. Current year benefit elections.

Talent consists of Goals, Development Items, Skills and Experience, Career Interests, Talent Reviews, Employee Reviews, and Feedback.

- Talent - Up to 12 employee review templates, with customized start performance review business process. Of these 12 templates, included will be at least 1 performance review plan, 1 individual development plan or 1 performance improvement plan and 1 disciplinary action plan. Configuration of the 3 talent attributes, minor changes to the optimized business process, inclusion of the business process in the start performance review process.

Absence consists of Time Off and Leave of Absence.

- Absence – Up to 10 plans, and up to 5 auto-zero plans.

Payroll for the US consists of Payroll History, Earnings, Deductions, Banking Setup, Payroll Accounting Setup, Settlement, Payslips, Tax Filing, Labor Costing, Multiple Jobs, Retroactive Payments, Payroll Processing, W-2 and W-2C Reporting, and Worktag Balancing for Payroll.

- Payroll – Payroll Set-up, up to 1 FEIN(s), up to 5 unions, up to 250 earnings and deductions codes, up to 1 states, up to 1 bank accounts, and Payroll to GL and AP for garnishments until Financials are live. Includes up to 3 parallel tests.

The above features and functions will be configured along with the below Workday standard business process in order to meet the requirements stated by the City and County. Sierra-Cedar will provide up to 5 customized business processes for the HCM/Payroll functional areas.

- Maintain Supervisory Organizations
- Create and Edit Positions
- Job Requisitions
- Hiring, Onboarding, and Integrations
- Request Compensation Change

- Change Job and Proposal Compensation Change
- Personal Information Change
- Requesting / Returning from Leave of Absence
- Terminate Workers
- Add Additional Job
- Add Dependent
- Change Benefits
- Change Benefits for Life Event
- Change Job
- Complete Manager Evaluation for Disciplinary Action
- Complete Manager Evaluation for Performance Review
- Complete Self Evaluation for Disciplinary Action
- Complete Self Evaluation for Performance Review
- Contact Change
- Create Position
- Edit Position
- Edit Position Restrictions
- End Additional Job
- Enter Time
- Payment Election Enrollment Event
- Personal Information Change
- Prenote Run Event
- Request Leave of Absence
- Start Disciplinary Action
- Switch Primary Job

5.1.1. OUT OF SCOPE – HCM/PAYROLL

The following functionality is out of scope: Time Tracking, Succession Planning, Recruiting, and Items provided by a 3rd party. If items provided by a 3rd party require any processing once the file leaves the Workday system, that processing is the responsibility of the City and County to work with the 3rd party and is not in scope for this project.

5.1.2. ASSUMPTIONS – HCM/PAYROLL

- On the items listed with metrics in the scope above aren't a limitation on the software but rather a scope guideline for the project and a 10% variance on metrics or work effort will be included in scope. For variances outside of 10%, Sierra-Cedar will educate the City and County project team designated in that area about how to complete the activity and will provide guidance as the City and County configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the City and County will follow the testing approach described in section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.

- The City and County will be responsible for all parallel testing reconciliations including those that involve paper based processes in the City and County's current payroll process with the support of Sierra-Cedar.

5.2. FINANCIALS SCOPE

Sierra-Cedar will design and configure Financials generally available functionality as prioritized by the City and County. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. The City and County will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the City and County. The following Financials functionality and/or features are in scope as part of this implementation.

Financial Management consists of Financial Accounting, Supplier Management, Revenue, Project Billing, Business Assets, Procurement, Cash, and Settlement.

Financial Accounting consists of the Financial Accounting Structure, Ledger Accounts, Budgets and Plans, Journal Processing, Statistics, Allocations, Period/Year Close, Worktag Balancing, and Financial Reporting. Budgetary Control and Commitment Accounting consists of the Financial Accounting Structure, Budgets and Plans, Position Control, and Spend Control.

- Financial Accounting – 1 country, standard chart of accounts, up to 1,000,000 journal lines per year, 1 year of monthly balances journals or no journal history, up to 5 recurring journals, up to 15 allocations, budget data.

Supplier Management consists of Suppliers, Catalogs and Items, Supplier Punchout, Prepaid Supplier Spend, Invoicing and Payables, and 1099 MISC Reporting.

Revenue consists of Customers, Sales Items, Customer Contracts, Customer Invoices, Customer Payments, Credit Card Payments, Cash Sales, Deposits, Writeoffs, Billing, and Revenue Recognition.

- Customer Accounts – Up to 1,000 customers, sales tax, standard revenue recognition process complexity

Projects consists of Projects Planning, Capital Projects, and Time and Effort Reporting. Project Billing uses information from customer contracts and Workday Projects to create an end to end billing process for billable projects.

- Project and Work Management - Up to 1,000 projects, project description, Project Manager assignment, project plans, project profiles, project timesheets

Grants consists of Funds, Sponsors, Grants Cost Capture, Facilities and Administration Award Costs, Award Proposals, Awards, Grants Revenue Recognition, and Grants Billing and Collection.

- Grants Management - Up to 1,000 grants. One object set class and mapping, 3 basis types, one standard rate agreement. Centralized billing, collection, and cash application.

Business Assets consists of Asset Tracking and Asset Accounting.

- Business Assets - Up to 40,000 business assets, up to 50 spend categories, multiple depreciation methods, leased assets

Procurement consists of Requisitions, Request for Quotes, Purchase Orders, Procurement Cards, Supplier Contracts, Supplier Contract Renewals, Contingent Worker Spend, Receiving, Supplier Accounts Match Process, Spend Control, Spend Analytics, and Supplier Collaboration.

Cash consists of Banking Setup, Bank Account Transfers, Bank Account Reconciliation, Cash Forecasting, and Cash Management Reports. Settlement consists of Configure Settlement, Ad Hoc Payments, Settle Payments, Acknowledge Payments, Check and Advice Printing, and Preauthorize Bank Accounts.

- Banking and Settlement – Up to 5 financial institutions and bank accounts, preprinted or blank check stock, ACH integration with bank, BAI2 bank reconciliation

The above features and functions will be configured along with the below Workday standard business process in order to meet the requirements stated by the City and County. Sierra-Cedar will provide up to 5 customized business processes for the Financials functional areas including Procurement.

- 1099 Misc Adjustment
- Accounting Journal Event
- Accounting Journal Unpost Event
- Ad hoc Bank Transaction Event
- Ad hoc Payment Event
- Award Amendment
- BAI2 Integration
- Budget Amendment Event
- Budget Event
- Budgetary Roll Forward
- Change Order
- Customer Invoice
- Dispose Assets
- Journal Entry Event
- Journal Event
- Payment Printing Event
- Payment Release Event
- Payment Return Event
- Print Checks
- Project
- Proposal
- Register Assets
- Register Composite Asset
- Remittance
- Settlement Run Event
- Task
- Transfer Assets

5.2.1. OUT OF SCOPE - FINANCIALS

The following functionality is out of scope: Expenses, Budget Preparation, and Items provided by a 3rd party. If items provided by a 3rd party require any processing once the file leaves the Workday system, that processing is the responsibility of the City and County to work with the 3rd party and is not in scope for this project.

5.2.2. ASSUMPTIONS – FINANCIALS

- On the items listed with metrics in the scope above aren't a limitation on the software but rather a scope guideline for the project and a 10% variance on metrics or work effort will be included in scope. For variances outside of 10%, Sierra-Cedar will educate the City and County project team designated in that area about how to complete the activity and will provide guidance as the City and County configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the City and County will follow the testing approach described in section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.

5.3. PROCUREMENT SCOPE

Sierra-Cedar will design and configure Procurement generally available functionality as prioritized by the City and County. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. The City and County will strive to reduce and align the number of plans, codes, business process steps, and other configurations that are currently different across the departments, unions, and other areas within the City and County. The following Procurement functionality and/or features are in scope as part of this implementation.

Financial Management consists of Financial Accounting, Supplier Management, Revenue, Project Billing, Business Assets, Procurement, Cash, and Settlement.

Supplier Management consists of Suppliers, Catalogs and Items, Supplier Punchout, Prepaid Supplier Spend, Invoicing and Payables, and 1099 MISC Reporting.

- Supplier Accounts – Up to 50,000 suppliers, sales tax, standard matching process complexity, and up to 5 supplier invoice integrations

Procurement consists of Requisitions, Request for Quotes, Purchase Orders, Procurement Cards, Supplier Contracts, Supplier Contract Renewals, Contingent Worker Spend, Receiving, Supplier Accounts Match Process, Spend Control, Spend Analytics, and Supplier Collaboration.

- Procurement – Up to 5 Punch-outs, up to 20 supplier contracts and purchasing agreements, up to 10 buyer segmentations by location and commodity

The above features and functions will be configured along with the below Workday standard business process in order to meet the requirements stated by the City and County.

- Check Budget (Spend)
- Edit Purchase Item
- Procurement Roll Forward
- Purchase Order Event
- Receipt Event
- Request for Quote
- Requisition

- Supplier
- Supplier Accounts Match
- Supplier Accounts Match Exception Override
- Supplier Catalog Load
- Supplier Change
- Supplier Connection
- Supplier Contract
- Supplier Contract Amendment
- Supplier Invoice Event

5.3.1. OUT OF SCOPE - PROCUREMENT

The following functionality is out of scope: Inventory and Items provided by a 3rd party. If items provided by a 3rd party require any processing once the file leaves the Workday system, that processing is the responsibility of the City and County to work with the 3rd party and is not in scope for this project.

5.3.2. ASSUMPTIONS – PROCUREMENT

- On the items listed with metrics in the scope above aren't a limitation on the software but rather a scope guideline for the project and a 10% variance on metrics or work effort will be included in scope. For variances outside of 10%, Sierra-Cedar will educate the City and County project team designated in that area about how to complete the activity and will provide guidance as the City and County configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the City and County will follow the testing approach described in section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.

5.4. CONFIGURABLE SECURITY SCOPE

Workday configurable security is a combination of functional areas, business processes, domains, security groups, and security policies. Sierra-Cedar will help the City and County to identify an efficient way to secure data and processes by assigning workers to standard Workday roles. Sierra-Cedar will provide up to 5 custom security roles for HCM/Payroll and up to 5 custom security roles for Financials.

5.4.1. OUT OF SCOPE – CONFIGURABLE SECURITY

Not applicable.

5.4.2. ASSUMPTIONS – CONFIGURABLE SECURITY

On the items listed with metrics in scope above aren't a limitation on the software but rather a scope guideline for the project and a 10% variance on these metrics or work

effort will be included in scope. For variances outside of 10%, Sierra-Cedar will educate the City and County project team designated in that area about how to complete the activity and will provide guidance as the City and County configures the remaining. A change in scope may have an impact on pricing and require a change order.

Sierra-Cedar and the City and County will follow the testing approach described in section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.

5.5. DATA MIGRATION SCOPE

Following the data migration strategy and tenant management plan, Sierra-Cedar will complete five data migration loads for the HCM/Payroll deployment and four data migration loads for the Financials deployment. The data migration loads are referred to as the prototype build (P0), configuration build (P1), final configuration build (P2), parallel build (P3) and gold build. These builds will be performed in Workday tenants as outlined on the tenant management plan. Additional tenants will be used throughout the project based on the number of tenants allotted to the City and County based on the scope of the project. These tenants will be established as copies of pre-existing tenants rather than through data migration loads.

HCM/Payroll (P0) – The prototype build (P0) is a shell of HCM data that is established to start the data extract process as well as provide a tenant with familiar data to proceed through the Architect stage. Minimal City and County HCM data will be loaded into a tenant populated with Workday delivered business processes and configuration. P0 occurs during the plan stage of the project.

HCM/Payroll (P1) – The configuration build (P1) is an 80% - 90% complete tenant from a configuration, business process, and data migration point of view. The configuration build is an iterative process of configuring, reviewing, and testing the prototype and making configuration and business process changes as needed. Integrations and reports will be added as completed but are not expected fully until the final configuration build. All identified data files during the design and configuration project phases will be loaded as part of configuration build. Items that fall out on the loads due to "bad" data, mapping, and/or configuration will need to be fixed in the appropriate place, such as the source system, mapping file, or Workday to be clean for the final configuration build. P1 occurs towards the end of the architect stage of the project overlapping into the beginning of configure and prototype stage of the project.

HCM/Payroll (P2) – The final configuration build (P2) is a complete tenant build with all configuration, business processes, data migration, integration, and reports that will be used for end to end testing. A copy of the tenant, once the build is completed will also be established as the Master tenant for any changes that come from end to end testing. A configuration freeze will be put into place during the testing window and ANY changes required after the configuration freeze must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Master tenant. P2 occurs during configure and prototype stage of the project.

HCM/Payroll (P3) – The parallel build (P3) is a complete tenant build with all configuration, business processes, data migration, integration, and reports that will be used for parallel payroll testing. A copy of the tenant, once the build is completed will

also be established as the new Master tenant for any changes that come from the parallel payroll testing. The configuration freeze referenced above in final configuration build will still be in place and ANY changes required must go through change control for approval and impact. If approved, the change must be tested and approved prior to being added to the Master tenant. P3 occurs during configure and prototype stage of the project.

HCM/Payroll Gold – The Gold build is the final tenant build and it becomes the Production environment. Everything that is migrated into Gold must come from the Master tenant that is established from a copy of the parallel tenant build and maintained with approved, tested configuration changes. No configuration changes are allowed directly into Gold without being entered into the master tenant first. The configuration, business processes, data migration, integrations, reports, and catch-up transactions in Gold that go through delivery assurance with Workday must be the environment for Production go-live. Changes will need to wait until after go-live. Gold occurs during the deploy stage of the project.

Financials (P0) – The Financials prototype build (P0) is the same as noted above in HCM/Payroll with the exception that the prototype build is started as a copy of the current HCM/Payroll tenant. P0 occurs during the plan stage of the project.

Financials (P1) – The Financials configuration build (P1) is the same as noted above in HCM/Payroll with the exception that the configuration build is started as a copy of the current HCM/Payroll tenant. P1 occurs towards the end of the architect stage of the project overlapping into the beginning of configure and prototype stage of the project.

Financials (P2) – The Financials final configuration build (P2) is the same as noted above in HCM/Payroll with the exception that the final configuration build is started as a copy of Production. P2 occurs during configure and prototype stage of the project.

Financials Production Build – The Financials Production build will be similar to the HCM/Payroll gold build as noted above except that the financial configuration, business processes, data migration, integration, and reports, will be migrated to the Production environment. Everything that is migrated into Production must come from the Master tenant that is established from a copy of the final configuration build and maintained with approved, tested configuration changes. No configuration changes are allowed directly into Production without being entered into the Master tenant first. Gold occurs during the deploy stage of the project.

Data Migration Items for the current year include:

HCM

- Active Employees
- Active Contingent Workers
- Job Profiles / Families
- Personal Information (Demographic/Biographic data)
- Service Dates
- Positions
- Compensation Plans
- Compensation Grades
- Performance Review(s)
- Plan Balances
- Current Year Benefit Elections
- Dependents

- Beneficiaries

Payroll

- Current Federal Withholdings
- Current State Withholdings
- Current Local Withholdings
- Current Payment Elections
- Payroll History Balances
- Active Withholding Orders

Financials

- Beginning Balances
- Account Set (object class)
- Organizations (Cost Centers, Locations, Company, etc.)
- Bank Account(s)
- Financial Budget(s)
- Positions Budget(s) (if used)
- Open Awards
- Sponsors
- F&A Rate Agreements
- Letters of Credit
- Commodity Codes (if used)
- Open Purchase Orders
- Employee Assigned Credit Cards
- In Service Assets
- Asset Balance
- Accumulated Depreciation
- Depreciation Schedules
- Active Customers
- Customer Contracts

Procurement

- Open Purchase Orders
- Active Suppliers
- Active 1099's (any inactivated within the current year for reporting requirement)
- Open Invoices Supplier Contracts (if setting up Punch-out)

5.5.1. OUT OF SCOPE – DATA MIGRATION

The following data migration is out of scope: Historical transaction data migration, historical data from a previous system data migration, and any business objects not noted in the lists above. As part of BPA, Sierra-Cedar will provide a deliverable document to the City and County on recommendations for handling historical data.

5.5.2. ASSUMPTIONS – DATA MIGRATION

- On the items listed with metrics in the scope above aren't a limitation on the software but rather a scope guideline for the project and a 10% variance on metrics or work effort will be included in scope. For variances outside of 10%, Sierra-Cedar will

educate the City and County project team designated in that area about how to complete the activity and will provide guidance as the City and County configures the remaining. A change in scope may have an impact on pricing and require a change order.

- If the City and County requires any additional business objects to be migrated, the process will be manual or using a Workday Enterprise Interface Builder (EIB) and the responsibility of the City and County. The Workday EIB is an Excel based tool that can be used by the City and County to migrate objects into their Workday system.
- Five (5) builds are included during the project for HCM/Payroll: Initial Prototype Tenant (P0), Configuration & Prototype Tenant (P1), Final Configuration (P2), Parallel Tenant (P3) and Gold Tenant. Each build will last two (2) to three (3) weeks. Four (4) builds are included during the project for Financials: Initial Prototype Tenant (P0), Configuration & Prototype Tenant (P1), Final Configuration (P2) and Production Load, Each of the financials builds will be copied from the HCM/Payroll tenant and be built out for Financials. A build does not include copies of existing tenants for different uses on the project (e.g. integration development, sandbox, testing, training etc.). If the City and County requires additional builds during the project, a change order will be required.
- There will be a sFTP server configured and available for data migration files and for use with the external vendor systems.
- The City and County is responsible for extracting, cleansing, and providing the data from the City and County's legacy systems in the format specified by Sierra-Cedar for the data conversion scope listed within this proposal. Sierra-Cedar's data migration consultant will provide support the City and County in the data extract process.
- The City and County will own responsibility for completeness and accuracy of all data provided. Audit reports will be run once the data is in Workday.
- A change in scope may have an impact on pricing.

5.6. INTEGRATION SCOPE

With the implementation of Workday, numerous existing City and County integrations will need to be re-factored. City and County integrations include both inbound and outbound data feeds. It is City and County's preference to leverage its Enterprise Service Bus (ESB) and design Service-Oriented Architecture (SOA) integration solutions and/or delivered Workday APIs when possible. It will be a collaborative effort between City and County and Sierra-Cedar to update the integrations with the implementation of Workday. While the City and County and Sierra-Cedar will have individual ownership of the integrations as noted below, Sierra-Cedar will provide support to the City and County for the integrations that the City and County owns. This support will include guidance on an efficient approach and tool for each integration as well as mapping information to and from Workday specific fields on SOA integrations. It is City and County's intent to improve upon, streamline and potentially redesign integrations if needed.

The integrations for Workday and SOA were evaluated and the following integrations are in scope for Sierra-Cedar to develop: Sierra-Cedar will develop these integrations using the integration strategy defined in business process alignment and finalized in planning and architect. Also during planning and architect, the use of Workday or SOA for each integration will be finalized for all integrations whether they are owned by Sierra-Cedar or the City and County.

Workday Integrations

- INT- 012 Bank – Bank Statement

- INT- 030a Delta Dental – Benefit Provider
- INT- 030b United Health – Benefit Provider
- INT- 030c Vision – Benefit Provider
- INT- 042 IRS - Federal W-2 File
- INT- 043 Colorado – State W-2 File
- INT- 044 Federal – Employee SSN Verification File
- INT- 045 Bank – Direct Deposit Transmittal

Custom Integrations

- INT- 009 Budget Journal Spreadsheet & csv file uploads – Automated loading of budget journals
- INT- 011 General Ledger Journals Spreadsheet & csv file uploads – Automated loading of GL journals
- INT- 016 Active Network (cloud based) – Journal Data for Parks and Recs
- INT- 019 PeopleSoft HRMS – Vendor Integration
- INT- 023 Financials – General Ledger Journal Data
- INT- 024 Financials – Refund and overpayment voucher requests (OASIS)
- INT- 025 CCDs Bank – Positive Pay File
- INT- 026 IRS – 1099 vendor information
- INT- 027 Financials – Accounts Payable vendor requests (garnishments, expense payments, HR vendor payments)
- INT- 028 Financials – General Ledger Data
- INT- 029 Oracle Identity Management – Internal and external user management and authentication
- INT- 031 Pre-paid legal – Benefit Information
- INT- 032 Alfresco Document Management – Retrieval of documents to view within the application (i.e. employee records)
- INT – 033 STARS Enterprise Edition – Risk Management Data
- INT – 035 DIA – Payroll Extract Information
- INT – 036 HRMS – Time and Labor (DIA)
- INT- 037 DIA – Personnel Data
- INT – 038 Kronos – Person Information
- INT – 039 Denver Sheriff's Dept – Personnel Data
- INT – 040 HRMS – Time and Labor data (Sheriff Dept)
- INT – 041 Telestaff – Personnel Data
- INT – 047 HRMS – Payroll Information (Fire & Police)
- INT – 049 Exception Handler – Common Exception Handler Service - Basic

The City and County of Denver will be responsible for the Integrations listed below. Sierra-Cedar will provide support to the City and County for the integrations that the City and County owns. This support will include guidance on an efficient approach and tool for each integration as well as mapping information to and from Workday specific fields for SOA integrations.

City and County Integrations

- INT – 001 Alfresco Document Management – Retrieval of documents to view within the applications (i.e. vouchers, journals, & pre-encumbrances, encumbrances, vendor docs, contracts)
- INT – 002 Alfresco Document Management – Attachment and uploading of documents
- INT – 003 ECS (Cashiering System) – Journal data
- INT – 004 KOFAX – Receipt and vendor data
- INT – 005 Questica (Budget and Planning) – Interface budget and financial data
- INT – 006 Budget and Planning – Interface budget and financial data
- INT – 007a DIA Maximo System – Interfaces for Requisitions
- INT – 007b DIA Maximo System – Interfaces for POs
- INT – 007c DIA Maximo System – Interfaces for Vouchers
- INT – 007d DIA Maximo System – Interfaces for Payments
- INT – 008 Gentax System – Transmission of Vouchers and Payments
- INT – 010 Financials – PCARD Purchases
- INT – 013 B2GNow – Minority Business Pgm Compliance
- INT – 014 Financials – ELDER Property Tax Assistance Payment Requests
- INT – 015 OASIS – Elder Payment Information
- INT – 017 External Vendors – Item File Data
- INT – 018 STARS Enterprise Edition – Worker's Compensation claims payment requests to create vouchers
- INT – 020 Financials – Voucher Payment Requests (Tax Collection System)
- INT – 021 Tax Collection System (TCS) – Payment Information
- INT – 022 Tax Collection System (TCS) – Chartfield Data for validation of funding
- INT – 030b Denver Health
- INT – 046 24 Hour Flex – Benefit Data
- INT – 048 CRM – Quarterly Security Audit

5.6.1. OUT OF SCOPE – INTEGRATIONS

The following integrations are out of scope: Items provided by a 3rd party as a part of their processing once it is sent for processing.

5.6.2. ASSUMPTIONS – INTEGRATIONS

- Any additional integrations identified will be the responsibility of the City and County.
- Sierra-Cedar and the City and County will following the testing approach described in section 3.4 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found. All executed testing scenarios must be approved prior to moving into the Deployment stage. Any changes after the scheduled completion of the test stage and approval of testing activities that impact the project timeline will require a change order.
- Firewall will be configured correctly by the City and County to make the necessary inbound and outbound calls for the necessary integrations.

- The City and County will be responsible for any 3rd party communications to complete integrations.
- Oracle SOA is installed and running in a Dev, Test, and Production environment.
- Oracle SOA is configured in a clustered environment for both Test and Production.
- All external vendor integrations (non CloudConnect) will utilize the Enterprise Service Bus. Existing CloudConnects will be utilized where applicable.
- There will be no changes to how users are provisioned within the IDM meaning that the existing provisioning that is in place today will remain as the IDM is integration to Workday. Even though provisioning remains as it is today, it is acceptable if the City and County and DIA provision differently today.

5.7. REPORTING SCOPE

As the City and County will need to identify, evaluate, design, develop, test, and deploy reports after the initial system has been deployed, the Workday methodology recommends that the City and County's personnel take primary responsibility for writing required custom reports. Workday training on the report writing tools is required to fulfill this role. Sierra-Cedar will complete a Report Workshop for HCM/Payroll and Financials of the project to support the City and County's report writers with knowledge transfer and troubleshooting services. Of the report inventory listed below, the City and County will prioritize noting the reports that must be available for go-live. Sierra-Cedar will work with the City and County to map these reports to Workday standard reports. If a standard report isn't available, Sierra-Cedar will develop 5 to 10 reports for both HCM/Payroll and Financials including Procurement from the list below. Sierra-Cedar will use the development of these reports as a knowledge transfer activity to the City and County; however, Sierra-Cedar will be responsible for completion of these reports.

PAYROLL

1. Payroll Register (Delivered and Custom Versions)
2. Payroll Error Messages (Delivered)
3. Direct Deposit Register (Delivered and Custom Versions)
4. Precalculation Audit (Delivered)
5. Preconfirm Audit (Delivered)
6. Presheet Audit (Delivered)
7. Crystal Report for Vendors (Custom)
8. State Compensation Report (Custom)
9. Tax Summary – Federal (Delivered)
10. Tax Deposit Summary (Delivered)
11. Federal Tax Summary (Delivered)
12. Year End Data Audit (Delivered)
13. Year End Record Error (Delivered)
14. State W-2 Tax Totals (Delivered)
15. W-3/W-3SS Transmittal Totals (Delivered)
16. Local W-2 Tax Totals (Delivered)
17. Quarterly State Tax Report (Delivered)
18. Quarterly Federal Tax Report (Delivered)
19. CCD AP Extract Audit (Custom)

HCM

1. Active/Inactive Positions Report
2. Active Position History report
3. Position Status Report
4. Vacancy Rate Report
5. Filled and Vacant Position Report
6. Average Hiring Salary Report
7. Concurrent Job Report
8. Dismissal and Disqualification Report
9. Emergency Contact Report
10. Employee Current Record Report
11. Employee Master List
12. Employee Salary/Compa Ratio Report
13. Employee Turnover Analysis Report
14. Employee Ethnic Composition Report
15. Filled and Vacant Classification Report
16. Employee FTE Report
17. DHMC Employee FTE Report
18. Police Employment Verification Report
19. Police Personnel Order Report
20. Retirement Eligibility Report
21. Promotion Log Report
22. Service, Position, LWOP End Date Report
23. Job Transaction Report
24. Suspensions by Department Report
25. Total City Employee Count Report
26. Years of Service Report
27. Termination Report
28. Rank Order List of Job Code Report
29. Employee Probation Report
30. Merit Cost Analysis Report
31. EEO4 Report
32. Document Status Report
33. Final Rating Report
34. Missing Documents Report
35. Request/Approval Audit Report

FINANCIALS
1. Asset Inventory Report with description, location, serial #, tag #, etc.
2. Budget to Actual Report with budget, expense, encumbered, pre-encumbered, and remaining balance
3. GL period to period compare with expense by account, comparing year or year and period over period
4. Trial Balance report by fund with year over year comparison and net $/% change
5. Invoices to Receive report listing all invoices that have been vouchered but not received at any given time
6. Open Encumbrance report listing all open encumbrances original amount, activity, and remaining balance
7. Voucher Activity report with a listing of all vouchers paid in the period
8. Journal Activity report with a listing of all journal activity in the period
9. Project and grant reports with total amount budgeted, amount spent, and remaining balance inception to date

5.7.1. OUT OF SCOPE – REPORTING

Not applicable.

5.7.2. ASSUMPTIONS – REPORTING

The City and County personnel designated as report writers must attend the following
Workday training on reports:
- Report Writer
- Calculated Fields
- Report Designer
- Composite Reporting

5.8. BUSINESS READINESS/CHANGE MANAGEMENT AND TRAINING SCOPE

The Sierra-Cedar Business Readiness/Change Management Lead will prepare for and
conduct the following activities:

Stakeholder/Focus Group Strategy and Engagement Plan - identifies stakeholders who
will be included in various capacities as focus group members during the business
process alignment and implementation phases. The engagement plan focuses on
generating increased support and fostering a sense of organization-wide ownership for
project efforts. It outlines a plan to maximize stakeholders' time in order to improve the
quality and breadth of the information collected during the current/day in the life review
workshops.

Change Readiness Assessments - each change readiness survey will be deployed to up
to 250 employees. The results of the survey drive specific communication and training
events to targeted user groups.

Change Ambassador Team – this team of individual plays a critical role of facilitating
communication in their respective functional areas and throughout the organization. This
team assists with end user communications and business readiness/change
management activities. This team of individuals may also serve in the role of trainer.

Transformation/Change Strategy – identifies and conveys the specific goals and
objectives for addressing change and continuity for the City and County's Workday
Project.

Communication Plan – this plan will address the requirements of the City and County's
diverse user population. Sections of the plan may be designed and developed to address
each of the City and County's user communities so that the respective Change
Ambassadors may oversee delivery of each required communication event.

Impact Assessment – assesses the business process changes that will affect the end-
user population. To enable individuals to transition to the new structure in a manner that
imposes the least amount of disruption to the City and County, we incorporate the
information into the communication and training strategies so that impacts are introduced
in a manner that is participatory and involves two-way communications.

Project Team Knowledge Sharing Plan - guides the knowledge sharing requirements
between Sierra-Cedar consultants and their City and County counterparts for each
functional and technical participant. It establishes a minimum set of assessable skills that
should be acquired such that City and County project team members consistently gain
knowledge needed to ultimately support Workday without consultants.

End User Training Strategy - outlines the Train-the-Trainer approach, including training
methods for each user group along with timelines and deliverables. Included in the

Training Strategy is the identification of in-house users who will perform in the role of a trainer and provide support for users. Whether trainers come from IT, the business, or are project personnel, they must take an early and active role to build a robust understanding of Workday, business processes, and to acquire the needed instructional facilitation skills. Sierra-Cedar will prepare the City and County's trainers to perform in the role of a trainer. The strategy uses the Workday Adoption Toolkit (WAT) as a cornerstone of knowledge and information, while looking at the specific needs of the organization with the City and County's team to determine a good overall approach.

Training Needs Assessment – conducted to define, document, and convey specific training needs for each audience type. The training needs assessment gathers information required for developing the detailed training strategy based upon the learning needs of participants, geographic spread for each user group, and user populations for each role.

End User Training Curriculum - a detailed listing and narrative that describes each end-user course. The end user training curriculum and supporting courseware developed for the project focuses on impacted job roles, reinforced by the underlying business processes.

5.8.1. OUT OF SCOPE – BUSINESS READINESS/CHANGE MANAGEMENT

The following business readiness/change management services are out of scope: Development of training content and delivery of end-user training.

5.8.2. ASSUMPTIONS – BUSINESS READINESS/CHANGE MANAGEMENT

- Training classes must be held, the City and County employees must attend, and sign off from Sierra-Cedar based on this training for go-live will be required. Executive Sponsor(s) will be notified as soon as possible should Sierra-Cedar believe that there is a City and County training issue.

- Sierra-Cedar assumes that the City and County is responsible for the delivery of end-user training based on the Sierra-Cedar Train the Trainer approach.

- Sierra-Cedar assumes that the City and County will provide up to 3-4 individuals to customize the Workday Adoption Toolkit materials and develop any new materials as needed for end-user training materials. Sierra-Cedar will provide guidance on using the Toolkit.

- Sierra-Cedar assumes that the identified City and County trainers will engage with the business readiness/change management and training program from the early onset of the project.

6.   TIMELINE

Sierra-Cedar services will span approximately twenty (22) months from the start date including one (1) month of production support for each deployment phase. The production support model will be defined by the project managers during the Testing stage of each deployment phase. The estimated start date will be in August 2015 for the Business Process Alignment with an estimated completion in October/November 2015. The HCM/Payroll deployment is estimated to commence in November 2015 with an estimated go-live in January 2017 followed by post-production support through January 2017. The Financials deployment is estimated to commence in May 2016 with an estimated go-live in June 2017 followed by post-production support through June 2017. This timeline is based upon Sierra-Cedar's understanding of the City and County's scope, internal staffing levels, need for change management, and our experience on other Workday projects. The final timeline, tasks, and stage durations will be completed during the Plan stage of the project.

Our timeline assumes an estimated project start date in August 2015 for an estimated go live of January 2017 for HCM/Payroll and June 2017 for Financials. Changes to timeline may affect pricing and will require a change order if the City and County is responsible for the delay. The sample graphical timeline of the engagement is listed below.

Business Process Alignment Timeline

Aug-15	Sep-15	Oct-15	Nov-15
PLAN - BPA - DISCOVERY			
1 2 3	1 2 3 4 5	6 7 8 9	10
PLAN	BPA - DISCOVERY		

HCM/Payroll Deployment Timeline

Financial Deployment Timeline

7.   PROJECT PHASES - DELIVERABLES

The following table summarizes the deliverables by phase and the owners and contributors for each deliverable. Each deliverable will have an acceptance criteria for signoff on a form that is agreed to by the City and County of Denver and Sierra-Cedar. As Sierra Cedar completes the associated deliverable for a given milestone, it will present the City and County with an Acceptance Certificate (see Appendix D). Within five (5) business days following receipt of the deliverables and Acceptance Certificate and returning it to Sierra Cedar (the "Acceptance") or, if the City and County does not believe the milestones have been reached or that the deliverables are acceptable, the City and County will notify Sierra Cedar in writing of the basis for its rejection. If the City and County does not accept or reject the Acceptance Certificate within such Acceptance period, Acceptance will be deemed to have occurred. If the City and County rejects any milestone deliverables presented by Sierra Cedar, the written rejection notice shall specify the basis for the City and County's determination that the milestones had not been reached or the deliverables are not acceptable. The Acceptance Process will repeat until Acceptance occurs.

The Owner of a deliverable is defined as the individual(s) who is/are responsible for organizing, defining and creating the deliverable. A Contributor is defined as the individual(s) who work under the direction of the Deliverable Owner to assist in the preparation of the deliverable. Within a Shared Deliverable the individual(s) will work under the guidance of the Project Managers to contribute all or a portion of the Deliverable based on the Project Managers' direction. The list of deliverables includes those for the Business Readiness/Change Management approach, the Business Process Alignment approach, and the Workday Accelerated Deployment Methodology:

- Business Readiness/Change Management Approach
- Business Process Alignment Approach
- Workday Accelerated Deployment Methodology
    - Planning
    - Architect
    - Configure/Prototype
    - Test
    - Deployment

During each phase, work proceeds and milestones are identified in several areas. Work will be performed by both City and County and Sierra-Cedar.

7.1 BUSINESS READINESS/CHANGE MANAGEMENT APPROACH DELIVERABLES

Business Readiness/Change Management will occur throughout the project.

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Conduct Baseline Change Readiness Assessment	Baseline Change Readiness Assessment (BPA Phase)	Sierra-Cedar will deploy the baseline change readiness survey to up to 250 employees who will be impacted by the HCM/Payroll and Financials implementations. Once the results of the change	Sierra-Cedar	City and County	City and County signoff on Baseline Change Readiness Assessment results.

		readiness assessment have been presented to the City and County, those results will drive the approach for the Business Readiness Strategy and the Communication Plan. The City and County will be presented with quantitative data which is then used to help execute an effective user engagement, communication, and training program.			
Determine Stakeholders and Create Engagement Plan	Stakeholder Identification and Engagement Plan	Sierra-Cedar will work with the City and County to identify focus groups that are comprised of business process owners, support staff, and any other subject matter experts with different perspectives from across the organization that collectively form the knowledge base of the organization's business processes.	Sierra-Cedar	City and County	City and County signoff on Engagement Plan
Create Communication Plan	Communication Plan	Sierra-Cedar will provide the City and County with a Communication Plan template as a starting point that outlines the communication events that will be deployed to raise awareness and invite user engagement. The template is pre-populated with a baseline of events. Sierra-Cedar will work with the City and County to update the plan with City and County-specific events and the timeline of events.	Sierra-Cedar	City and County	City and County signoff on Communication Plan
Deploy Knowledge Sharing Plan	Knowledge Sharing Plan – HCM/Payroll	Sierra-Cedar provides Excel-based plans that establish a minimum set of measurable skills that must be acquired such that City and County project team members consistently gain the knowledge needed to ultimately support Workday without consultants.	Sierra-Cedar	City and County	City and County signoff on Knowledge Sharing Plan

Deploy Knowledge Sharing Plan	Knowledge Sharing Plan – Financials	Sierra-Cedar provides Excel-based plans that establish a minimum set of measurable skills that must be acquired such that City and County project team members consistently gain the knowledge needed to ultimately support Workday without consultants.	Sierra-Cedar	City and County	City and County signoff on Knowledge Sharing Plan
Create High Level Training Strategy	High Level Training Strategy – HCM/Payroll	Sierra-Cedar will work with the City and County to define the training strategy. Sierra-Cedar begins with a template that is customized to meet the specific stated needs of the City and County. This MS Word document summarizes the overall plan for training delivery to the end-user population. It captures training objectives, documents key requirements for materials, identifies training locations, training delivery methods, and identifies challenges and the timeline for training delivery. The strategy is continuously updated as information becomes available through the Configure & Prototype stage when it is completed.	City and County and Sierra-Cedar (Shared)		City and County signoff on High Level Training Strategy
Create High Level Training Strategy	High Level Training Strategy - Financials	Sierra-Cedar will work with the City and County to define the training strategy. Sierra-Cedar begins with a template that is customized to meet the specific stated needs of the City and County. This MS Word document summarizes the overall plan for training delivery to the end-user population. It captures training objectives, documents key requirements for materials, identifies training locations, training delivery methods, and identifies challenges and the timeline for training	City and County and Sierra-Cedar (Shared)		City and County signoff on High Level Training Strategy

Conduct an Impact Assessment	Impact Assessment – HCM/Payroll	Sierra-Cedar leads the assessment of the business process changes that will affect the end-user population. Information is captured in an MS Word document and subsequently incorporated into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications. Sierra-Cedar completes this assessment using a variety of methods – document review of fit-gaps, interviews with the City and County and Sierra-Cedar team members, etc.	Sierra-Cedar	City and County	City and County signoff on Impact Assessment results
		delivery. The strategy is continuously updated as information becomes available through the Configure & Prototype stage when it is completed.			
Conduct an Impact Assessment	Impact Assessment – Financials	Sierra-Cedar leads the assessment of the business process changes that will affect the end-user population. Information is captured in an MS Word document and subsequently incorporated into the communication and training strategies so that impacts are introduced in a manner that is participatory and involves two-way communications. Sierra-Cedar completes this assessment using a variety of methods – document review of fit-gaps, interviews with the City and County and Sierra-Cedar team members, etc.	Sierra-Cedar	City and County	City and County signoff on Impact Assessment results
Conduct a Training Needs Assessment	Training Needs Assessment – HCM/Payroll	Sierra-Cedar leads the training needs assessment activity. This is an ongoing process where the information learned is captured in an MS Word	Sierra-Cedar	City and County	City and County signoff on Training Assessment results

		document that ultimately feeds updates to the Training Strategy. Information captured includes but is not limited to the identification of current tools and methods used to deploy training, successes in training the City and County's end users that can be leveraged, potential challenges that may not be solved by training (i.e., adjustments that need to be made to policies), etc.			
Conduct a Training Needs Assessment	Training Needs Assessment – Financials	Sierra-Cedar leads the training needs assessment activity. This is an ongoing process where the information learned is captured in an MS Word document that ultimately feeds updates to the Training Strategy. Information captured includes but is not limited to the identification of current tools and methods used to deploy training, successes in training the City and County's end users that can be leveraged, potential challenges that may not be solved by training (i.e., adjustments that need to be made to policies), etc.	Sierra-Cedar	City and County	City and County signoff on Training Assessment results
Conduct 2nd Change Readiness Assessment	2nd Change Readiness Assessment – HCM/Payroll/Financials (approximately Oct/Nov 2016)	Sierra-Cedar will deploy the 2nd change readiness survey to the same audience that participated in the baseline assessment (up to 250 employees who will be impacted by the HCM/Payroll and Financials implementations). The results of the change readiness assessment may update the approach for the Business Readiness Strategy and the Communication Plan. The City and County will be presented with quantitative data that identifies areas	Sierra-Cedar	City and County	City and County signoff on Change Readiness Assessment results

		that would benefit from course correcting engagement and communication activities.			
Create End User Training Curriculum	End User Training Curriculum – HCM/Payroll	Sierra-Cedar begins with a template that is customized to meet the specific curricula required for the City and County. This document is the overall curriculum narrative that describes each course to be taught during the Deploy stage. The curriculum matches required learning to future job roles and business processes.	City and County and Sierra-Cedar (Shared)		City and County signoff on End User Training Curriculum
Create End User Training Curriculum	End User Training Curriculum – Financials	Sierra-Cedar begins with a template that is customized to meet the specific curricula required for the City and County. This document is the overall curriculum narrative that describes each course to be taught during the Deploy stage. The curriculum matches required learning to future job roles and business processes.	City and County and Sierra-Cedar (Shared)		City and County signoff on End User Training Curriculum
Create End User Training Content	End User Training Content Development – HCM/Payroll	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other materials when WAT materials do not exist.	City and County	Sierra-Cedar (advise)	City and County signoff on End User Training Content
Create End User Training Content	End User Training Content Development – Financials	This deliverable will take on a variety of formats ranging from videos, frequently asked question documents, presentations, and exercise guides. The Workday Adoption Toolkit (WAT) of materials will form the baseline for this content and will be supplemented by the creation of other	City and County	Sierra-Cedar (advise)	City and County signoff on End User Training Content

		materials when WAT materials do not exist.			
Deliver Training	Training Delivery – HCM/Payroll	This deliverable will take on a variety of formats using synchronous (City and County-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.	City and County	Sierra-Cedar	City and County signoff on Training Delivery
Deliver Training	Training Delivery – Financials	This deliverable will take on a variety of formats using synchronous (City and County-led training via classroom, webinars) and asynchronous (self-paced via videos, user guides, job aids, etc.) methods.	City and County	Sierra-Cedar	City and County signoff on Training Delivery
Conduct 3rd Change Readiness Assessment	3rd Change Readiness Assessment – HCM/Payroll/Financials (approximately May/June 2017)	Sierra-Cedar will deploy the 3rd change readiness survey to the same audience that participated in the baseline and 2nd assessments (up to 250 employees who will be impacted by the HCM/Payroll and Financials implementations). The results of the change readiness assessment may update the approach to user engagement and training post go-live. The City and County will be presented with quantitative data that identifies areas that would benefit from course correcting engagement and communication activities.	Sierra-Cedar	City and County	City and County signoff on Change Readiness Assessment results

7.2 BUSINESS PROCESS ALIGNMENT APPROACH DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Conduct Business Process Alignment Kickoff	Business Process Alignment Kickoff	Sierra-Cedar will meet with the City and County's project team members to organize the BPA project and refine the work plan and schedule. This initial meeting will be used to review the overall BPA project vision, scope, and approach, as well as the City and County's project team and the respective roles of the City and County and Sierra-Cedar.	Sierra-Cedar	City and County	City and County attends and reviews kickoff meeting presentation City and County signoff on Kickoff Presentation.
Create High Level Project Plan	High Level Project Plan	Based on information gathered in previous activities, Sierra-Cedar will refine a high-level project plan template that contains project scope, time frames, milestones, and resources.	Sierra-Cedar	City and County	City and County signoff on High Level Project Plan
Conduct Current Business Processes Day In the Life (DITL) Workshops and Create Documentation	Current Business Processes Day In the Life (DITL) Workshops and Documentation – HCM/Payroll	Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, the City and County project leads will walk Sierra-Cedar through City and County current processes. The City and County HCM/Payroll team and Sierra-Cedar's HCM/Payroll consultants will review and document the City and County's key HCM and Payroll business processes that will be supported, improved, and automated in the new Workday environment.	Sierra-Cedar	City and County	City and County signoff on Key Business Processes Document
Demo Key Current Processes performed in Workday	Key Current Processes performed in Workday – HCM/Payroll	Sierra-Cedar HCM/Payroll consultants will demonstrate and document how the key HCM and Payroll business processes will be performed using Workday standard processes. This is a workshop setting.	Sierra-Cedar	City and County	City and County sign off on the Key Current Processes Demo

Create Preliminary List of Current Business Processes and Workday Business Process Differences	Preliminary List of Current Business Processes and Workday Business Process Differences – HCM/Payroll	As the Workday business processes are demonstrated, Sierra-Cedar will document the key differences with input from the City and County in how the processes are currently performed.	Sierra-Cedar	City and County	City and County sign off on list of key differences
Create Actionable Plan from Alignment Workshops	Actionable Plan from Alignment Workshops – HCM/Payroll	Leveraging the Preliminary List of Current Business Process and Workday Business Process Differences, Sierra-Cedar will develop with input from the City and County an actionable plan for the City and County to execute to align the differences. This plan will include only items that are agreed upon by the client and can be completed within 120 days for the end of Architect.	Sierra-Cedar	City and County	City and County signoff on Actiontionable Plan

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Conduct Current Business Processes Day In the Life (DITL) Workshops and Create Documentation	Current Business Processes DITL Workshops and Documentation - Financials	Through a series of Day in the Life (DITL) workshops facilitated by Sierra-Cedar, the City and County project leads will walk Sierra-Cedar through City and County current processes. The City and County Financials team and Sierra-Cedar's Financial consultants will review and document the City and County's key Financial business processes that will be supported, improved, and automated in the new Workday environment.	Sierra-Cedar	City and County	City and County signoff on Key Business Processes Document
Demo Document Key Current Processes performed in Workday	Key Current Processes performed in Workday – Financials	Sierra-Cedar Financials consultants will demonstrate how the key Financial business processes will be performed using Workday standard processes. This is a workshop setting.	Sierra-Cedar	City and County	City and County sign off on the Key Current Processes Demo
Create Preliminary List of Current Business Processes and Workday	Preliminary List of Current Business Processes and Workday Business Process Differences - Financials	As the Workday business processes are demonstrated, Sierra-Cedar will document the key differences with input from the City and County in how	Sierra-Cedar	City and County	City and County sign off on list of key differences

Business Process Differences		the processes are currently performed.			
Create Actionable Plan from Alignment Workshops	Actionable Plan from Alignment Workshops - Financials	Leveraging the Preliminary List of Current Business Process and Workday Business Process Differences, Sierra-Cedar will develop with input from the City and County an actionable plan for the City and County to execute to align the differences. This plan will include only items that are agreed upon by the client and can be completed within 180 days for the start of Architect.	Sierra-Cedar	City and County	City and County signoff on Actiontionable Plan

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Create SaaS Integration Platform Document	SaaS Integration Platform Document	The current integration inventory will be used to create an integration diagram / pattern document and can be used as an accelerator to the Workday design sessions when the deployment project is initiated.	Sierra-Cedar	City and County	City and County signoff on SaaS Integration Document
Create Data History Options Document	Data History Options Document	Sierra-Cedar will provide the City and County with options for dealing with the any data history requirements during the deployment project and post go live.	Sierra-Cedar	City and County	City and County signoff on Data History Options Document
Create Data Cleanup Leading Practices Document	Data Cleanup Leading Practices Document	The Sierra-Cedar technical consultant will provide the City and County with the leading practices for performing data cleanup.	Sierra-Cedar	City and County	City and County signoff on Data Cleanup Leading Practices Document
Document Current Customizations with Recommendation	Document of Current Customizations with Recommendations – HCM/Payroll	Using the existing list of customizations as inputs into the DITL workshops, Sierra-Cedar will provide recommendations based on Workday business processes.	Sierra-Cedar	City and County	City and County signoff of the Current Customizations with Recommendations Document
Document Current Customizations with Recommendation	Document of Current Customizations with Recommendations - Financials	Using the existing list of customizations as inputs into the DITL workshops, Sierra-Cedar will provide recommendations based on Workday business processes.	Sierra-Cedar	City and County	City and County signoff of the Current Customizations with Recommendations Document
Create and Present Business	Business Process Alignment Presentation	Based on the information gathered in the BPA	Sierra-Cedar	City and County	City and County signoff of Business

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Process Alignment Presentation		initiative, Sierra-Cedar will develop a report capturing the overall project effort. This report will be presented to the Executive Sponsors and project team.			Process Alignment Presentation

7.3 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY PLANNING PHASE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Create Project Charter	Project Charter Document	Provides authorization for the Project and identifies project goals, objectives, scope, governance structure, roles and responsibilities.	City and County	Sierra-Cedar	City and County signs off on Project Charter Document.
Create Project Management Plan	Project Management Plan – HCM/Payroll	Project work plan for the Project management activities and related monitoring of the related project activities	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Create Project Management Plan	Project Management Plan – Financials	Project work plan for the Project management activities and related monitoring of the related project activities	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Update Initial Deployment Data Gathering Workbook	Initial Deployment Data Gathering Workbook – HCM/Payroll	Review workbook used to gather the City and County information for inclusion in Initial Prototype tenant. Update as needed.	Sierra-Cedar	City and County	City and County Signoff on Workbook for Initial Load
Update Initial Deployment Data Gathering Workbook	Initial Deployment Data Gathering Workbook – Financials	Review workbook used to gather the City and County information for inclusion in Initial Prototype tenant. Update as needed.	Sierra-Cedar	City and County	City and County signoff on Workbook for Initial Load
Confirm Integration Scope	Integration Scope Confirmation - HCM/Payroll	Confirm integrations for HCM/Payroll from BPA sessions.	Sierra-Cedar	City and County	City and County signoff on Integration Scope
Confirm Integration Scope	Integration Scope Confirmation – Financials	Confirm integrations for Financials from BPA sessions.	Sierra-Cedar	City and County	City and County signoff on Integration Scope
Confirm Functional Scope	Functional Scope Confirmation – HCM/Payroll	Confirm functional scope for HCM/Payroll from BPA sessions.	Sierra-Cedar	City and County	City and County signoff on Functional Scope
Confirm Functional Scope	Functional Scope Confirmation – Financials	Confirm functional scope for Financials from BPA sessions.	Sierra-Cedar	City and County	City and County signoff on Functional Scope

Create Initial Prototype Tenant	Initial Prototype Tenant – HCM/Payroll	P0 (zero): Initial prototype tenant used to kick-start the discovery and design activities. Contains a subset of the City and County data loaded into the environment (Data Load #1).	Sierra-Cedar	City and County	City and County signoff on P0
Create Initial Prototype Tenant	Initial Prototype Tenant – Financials	P0 (zero): Initial prototype tenant used to kick-start the discovery and design activities. Contains a subset of the City and County data loaded into the environment (Data Load #1).	Sierra-Cedar	City and County	City and County signoff on P0
Conduct Project Kickoff	Project Kickoff – HCM/Payroll	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, identification of project roles and responsibilities.	City and County and Sierra-Cedar (Shared)		City and County signoff on Project Kickoff Presentation
Conduct Project Kickoff	Project Kickoff – Financials	Introduces team members and executive sponsors. Overview of project goals, review of scope and high-level timeline. Initial Prototype demonstration, identification of project roles and responsibilities.	City and County and Sierra-Cedar (Shared)		City and County signoff on Project Kickoff Presentation

7.4 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY ARCHITECT PHASE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Confirm Architect Major Functionality	Architect Major Functionality – HCM/Payroll	Using the SaaS document from the BPA phase, determine the impact of design decisions on the deployment.	Sierra-Cedar	City and County	City and County signoff on Architect Major Functionality
Confirm Architect Major Functionality	Architect Major Functionality – Financials	Using the SaaS document from the BPA phase, determine the impact of design decisions on the deployment.	Sierra-Cedar	City and County	City and County signoff on Architect Major Functionality
Confirm Organizational Roles	Architect Business Processes and Roles – HCM/Payroll	Confirm the differences in business processes based on the list created during the BPA and determine organizational roles.	Sierra-Cedar	City and County	City and County signoff on Organizational Roles

Confirm Organizational Roles	Architect Business Processes and Roles – Financials	Confirm the differences in business processes based on the list created during the BPA and determine organizational roles.	Sierra-Cedar	City and County	City and County signoff Organizational Roles
Complete Design Decision Guides and/or Workbooks	Configuration Design – HCM/Payroll	More detailed design sessions to gather configuration data. The Design Decision Guides and/or Workbooks include the security configuration.	Sierra-Cedar	City and County	City and County signoff Design Decision Guides and/or Workbooks
Signoff	Configuration Design Signoff – HCM/Payroll	Signoff of completed Configuration Design documents for HCM/Payroll.	City and County and Sierra-Cedar (Shared)		
Complete Design Decision Guides and/or Workbooks	Configuration Design – Financials	More detailed design sessions to gather configuration data. The Design Decision Guides and/or Workbooks include the security configuration.	Sierra-Cedar	City and County	City and County signoff Design Decision Guides and/or Workbooks
Signoff	Configuration Design Signoff – Financials	Signoff of completed Configuration Design documents for Financials.	City and County and Sierra-Cedar (Shared)		
Document Integration Requirements	Architect Integrations – HCM/Payroll	Define and document integration requirements including data mapping, functional requirements and process flows for packaged and custom integrations.	Sierra-Cedar	City and County	City and County signoff on Integration Requirements Document
Signoff	Architect Integrations Signoffs – HCM/Payroll	Signoff of completed Integration Design documents for HCM/Payroll.	City and County and Sierra-Cedar (Shared)		
Document Integration Requirements	Architect Integrations – Financials	Define and document integration requirements including data mapping, functional requirements and process flows for packaged and custom integrations.	Sierra-Cedar	City and County	City and County signoff on Integration Requirements Document
Signoff	Architect Integrations Signoffs – Financials	Signoff of completed Integration Design documents for Financials.	City and County and Sierra-Cedar (Shared)		

7.5 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY CONFIGURE AND PROTOTYPE PHASE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Define Plan	Tenant Management Plan – HCM/Payroll	Define the plan for managing each tenant.	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Define Plan	Tenant Management Plan – Financials	Define the plan for managing each tenant.	Sierra-Cedar	City and County	City and County signoff based on Workday Delivery Assurance signoff
Build P1	Configured Prototype – HCM/Payroll	P1 - Configured tenant based on the decisions made in the Architect state. Data load #2.	City and County and Sierra-Cedar (Shared)		City and County signoff on P1
Build P1	Configured Prototype – Financials	P1 - Starting with a copy of the current HCM/Payroll tenant, configured tenant based on the decisions made in the Architect state. Data load #2.	City and County and Sierra-Cedar (Shared)		City and County signoff on P1
Conduct Report Workshop	Report Workshop – HCM/Payroll	One report workshop conducted on how to develop reports for HCM/Payroll. This is in addition to Workday required training noted in the Reporting scope section.	Sierra-Cedar	City and County	City and County signoff on Report Workshop
Conduct Report Workshop	Report Workshop – Financials	One report workshop conducted on how to develop reports for Financials.	Sierra-Cedar	City and County	City and County signoff on Report Workshop
Code/Test Integrations	Developed Integrations – HCM/Payroll	Integrations developed and unit tested for HCM/Payroll.	City and County and Sierra-Cedar (Shared)		City and County signoff on Integrations
Code/Test	Developed Integrations – Financials	Integrations developed and unit tested for Financials.	City and County and Sierra-Cedar (Shared)		City and County signoff Integrations
Create Test Plan and Test Scenarios	Test Plan and Test Scenarios – HCM/Payroll	Test plan will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing to occur in the Test Stage. Define all test scenarios to be validated during testing. Sierra-Cedar will	City and County and Sierra-Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff for Test Plan and City and County signoff on Test Scenarios

		provide the City and County with test plans and scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the City and County.			
Create Test Plan and Test Scenarios	Test Plan and Test Scenarios – Financials	Test plan will define testing, purposes, responsibilities, guidelines, and other information specific to each round of testing to occur in the Test Stage. Define all test scenarios to be validated during testing. Sierra-Cedar will provide the City and County with test plans and scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the City and County.	City and County and Sierra-Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff for Test Plan and City and County signoff on Test Scenarios
Build P2	Final Configuration Prototype – HCM/Payroll	P2 – Full data (data load # 3) will be executed to convert all employee / payroll / human resources data to prepare a Workday tenant for end to end testing. The City and County is responsible for validating its accuracy.	City and County and Sierra-Cedar (Shared)		City and County signoff on P2
Build P2	Final Configuration Prototype – Financials	P2 – Starting with a copy of the current HCM/Payroll tenant, a full data (data load # 3) will be executed to convert all financials data to prepare a Workday tenant for end to end testing. The City and County is responsible for validating its accuracy.	City and County and Sierra-Cedar (Shared)		City and County signoff on P2
Parallel Build	Parallel Tenant – HCM/Payroll	P3 – Full data (data load # 4) will be executed to convert all employee / payroll / human resources data to prepare a Workday tenant for parallel payroll end testing. The City and County is responsible for validating its accuracy.	City and County and Sierra-Cedar (Shared)		City and County signoff on P2

7.6 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY TEST PHASE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Conduct Smoke Tests	Completed Smoke Tests – HCM/Payroll	Completed test cycle to validate that the testing tenants are complete by executing short tests to validate that all key functional areas are working correctly. Sierra-Cedar is responsible for fixing errors that may occur during smoke testing. The City and County security team validates security provisioning is in place for testers.	Sierra-Cedar	City and County	City and County signoff Smoke Tests results per agreed upon exit criteria
Conduct Smoke Tests	Completed Smoke Tests – Financials	Completed test cycle to validate that the testing tenants are complete by executing short tests to validate that all key functional areas are working correctly. . Sierra-Cedar is responsible for fixing errors that may occur during smoke testing. The City and County security team validates security provisioning is in place for testers.	Sierra-Cedar	City and County	City and County signoff Smoke Tests results per agreed upon exist criteria
Conduct End-to-End Testing	Completed End-to-End Testing – HCM/Payroll	Completed test cycle to validate the flow of end-to-end processes between multiple functions and third party integrations. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found.	City and County	Sierra-Cedar (support)	City and County signoff End-to-End Testing results per agreed upon exit criteria
Conduct End-to-End Testing	Completed End-to-End Testing – Financials	Completed test cycle to validate the flow of end-to-end processes between	City and County	Sierra-Cedar (support)	City and County signoff End-to-End Testing results per

		multiple functions and third party integrations. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found.			agreed upon exit criteria
Conduct Payroll Parallel Testing	Payroll Parallel Testing	Completed payroll parallel testing for up to 3 parallel cycles with agreed upon error percentage. Support from Sierra-Cedar will include answering questions on how transactions are processed as well as trouble shooting and correcting issues found.	City and County	Sierra-Cedar (support)	City and County signoff Payroll Parallel Testing results as required by Workday Delivery Assurance

7.7 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY DEPLOYMENT PHASE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Build Gold	Final Data Migration and Configuration – HCM/Payroll	All configuration and data migrations for HCM/Payroll are completed based on data load #4 (Gold tenant). Validated by the City and County.	City and County and Sierra-Cedar (Shared)		City and County signoff on Gold Build
Build Gold	Final Data Migration and Configuration – Financials	All configuration and data migrations for Financials are completed based on data load #4 (Gold tenant). Validated by the City and County.	City and County and Sierra-Cedar (Shared)		City and County signoff on Gold Build
Complete Go-Live Checklist	Completed Go-Live Checklist – HCM/Payroll	Completed Workday Go-Live checklist completed with required information prior to Delivery Assurance Review for HCM/Payroll.	City and County and Sierra-Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff
Complete Go-Live Checklist	Completed Go-Live Checklist – Financials	Completed Workday Go-Live checklist completed with required information prior to Delivery Assurance Review for Financials.	City and County and Sierra-Cedar (Shared)		City and County signoff based on Workday Delivery Assurance signoff

Turnover System to the District	Transition to Workday Production Support – HCM/Payroll	Sierra-Cedar meets with Workday to transfer Client's deployments to the Workday Production Support Team for HCM/Payroll.	Workday Delivery Assurance and the City and County (shared)	Sierra-Cedar	City and County signoff based on Workday Delivery Assurance signoff
Turnover System to the District	Transition to Workday Production Support – Financials	Sierra-Cedar meets with Workday to transfer Client's deployments to the Workday Production Support Team for Financials.	Workday Delivery Assurance and the City and County (shared)	Sierra-Cedar	City and County signoff based on Workday Delivery Assurance signoff

8. ROLES & RESPONSIBILITIES

8.1 CITY AND COUNTY RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for the City and County project team members. The assignment of named resources and final time allocations will be determined during the plan stage of the deployment using the project staffing tool and the project plan developed jointly by the Sierra-Cedar and the City and County Project Managers.

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)/ Executive Committee	▪ Responsible for championing the project ▪ Ensures that the appropriate resources are available for the project ▪ Works with the project manager to resolve escalated issues in a time-effective manner ▪ Signs off on key deliverables throughout the project ▪ Acts as an active and visible resource on the project ▪ Participates in regularly scheduled Steering Committee meetings to ensure the project is meeting the goals and time-frames outlined at the beginning of the project ▪ Governance for any changes in scope	5 to 10 persons at 5 - 10%
Project Manager	▪ Responsible for managing the project to completion ▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Manager ▪ Manages the issue and key decision log ▪ Sets deadlines and evaluates milestones ▪ Assigns responsibilities ▪ Escalates issues to the Steering Committee that may impact the go-live date	1 person at 100%
FUNCTIONAL		
Functional Lead - HCM	▪ Plays a key role during the workshops. ▪ Leads the functional team for a specific functional area(s), e.g., Talent Management	6 persons at 75% each: HCM / Compensation / Benefits Talent Payroll / Absence

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES

	▪ Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other City and County functional resources
	
	▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality
	
	▪ Performs functional lead responsibilities such as:
	  - Communicates business requirements
	  - Validates architecture and design
	  - Identifies data to be converted
	  - Cleanses data
	  - Validates data conversions
	  - Performs configuration
	  - Tests business processes and configuration
	  - Develops customer-specific training and documentation
	  - Gathers reports and defines reporting requirements	

Functional Lead – Financials	▪ Plays a key role during the workshops.
	
	▪ Leads the functional team for a specific functional area(s), e.g., Financials
	
	▪ Coordinates activities with the Sierra-Cedar Solution Architect / Principal Consultants and other City and County functional resources
	
	▪ Attends business process analysis sessions to identify opportunities for improvement, areas for standardization, unique variances and potential gaps in functionality
	
	▪ Performs functional lead responsibilities such as:
	  - Communicates business requirements
	  - Validates architecture and design
	  - Identifies data to be converted
	  - Cleanses data
	  - Validates data conversions
	  - Performs configuration
	  - Tests business processes and configuration
	  - Develops customer-specific training and documentation
	▪ Gathers reports and defines reporting requirements
		6 persons at 75% each:
		
		Financials including FDM, Financial Reporting, Budgets
		
		Procurement / Suppliers
		
		Grants Management
		
		Project Management / Customers
		
		Banking & Settlement
		
		Business Assets

Subject Matter Experts (SMEs) HCM	▪ Resources representing agencies / areas of functional expertise ▪ Perform subject matter expert responsibilities such as:	Final subject matter expert allocation to be determine during plan stage. Estimated SME

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	- Communicate functional requirements - Identify data to be converted/provide artifacts(sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes - Cleanse data - Validate data conversions - Test business processes and configuration (UAT) - Work with Sierra to develop customer-specific training and documentation - Assist with end user training and Business Readiness/Change Management activities - Provide functional knowledge and expertise on requirements - Participate in prototype workshops to understand Workday configuration and interfaces/integrations - Participate in testing of integrations and reports - Assist with end user training and organizational change management activities - Gather reports	resources and allocations: HCM Compensation Benefits Talent Payroll Absence

Subject Matter Experts (SMEs) Financials	▪ Resources representing agencies / areas of functional expertise
	▪ Perform subject matter expert responsibilities such as:
	  - Communicate functional requirements
	  - Identify data to be converted/provide artifacts(sample data, reports, policies, procedures, requirements) to assist in the design and documentation of current business processes
	  - Cleanse data
	  - Validate data conversions
	  - Test business processes and configuration (UAT)
	  - Work with Sierra to develop customer-specific training and documentation
	  - Assist with end user training and Business Readiness/Change Management activities
	  - Provide functional knowledge and expertise on requirements
	  - Participate in prototype workshops to understand Workday configuration and interfaces/integrations
		Final subject matter expert allocation to be determine during plan stage. Estimated SME resources and allocations:
		
		Financials including FDM, Financial Reporting, Budgets
		
		Procurement / Suppliers
		
		Grants Management
		
		Project Management / Customers
		
		Banking & Settlement
		
		Business Assets

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	- Assist with end user training and organizational change management activities - Gather reports	
Testing Lead	▪ Contributes to the Testing Strategy and Testing Plan (with support from Sierra-Cedar) ▪ Coordinates all testing activities including the creation of test scenarios and executing testing To populate in collaboration with Sierra-Cedar	1 person – 100% (starting in Configure and Prototype but primarily Test stage)
Workday Application Security Administrator	▪ Defines and updates security groups by working with the Sierra-Cedar functional consultants ▪ Defines and maintains domains and business process security policies by working with the Sierra-Cedar functional consultants ▪ Tests security group membership ▪ Analyzes and audits security policies and procedures ▪ Activates pending security policy changes	1 to 2 persons – approx. 50% (all stages except planning)
TECHNICAL		
Integration Developers	▪ Responsible for providing technical knowledge and expertise related to the City and County's integration requirements ▪ Test integrations and reports ▪ Validate that the customer's environment can support the integrations	1 to 3 persons – approx. 50% (all stages except planning) Workday Tools 1 person – approx. 25% (all stages except planning)
Data Migration Lead	▪ Responsible for providing technical knowledge and expertise related to current systems used by the City and County. ▪ Assist with data mapping ▪ Build the data extraction programs from legacy systems ▪ Lead data validation activities	1 to 2 persons at approx. 75%
BUSINESS READINESS/CHANGE MANAGEMENT/TRAINING		
Change Ambassadors (role may be combined with the Trainer role)	▪ Change Lead/Ambassadors for specific agencies ▪ Support execution of the change management plan for the agencies ▪ Assist with identifying key transformational changes for the agencies and ensures these changes are incorporated into communication and training plans	The number of resources needed to fill this role will depend on the number of locations and the impact the new system will have at each location. Sierra-Cedar will work with the City and County

CITY AND COUNTY ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	▪ Coordinate change activities through the Change Management and Communication Lead	Change and Project Leadership to determine how many people and which locations each person will represent / be assigned to in the plan stage of the project. Each resource will require an allocation of approximately 25%
Trainers	▪ Assist with the development of the training curriculum ▪ Ensure training facilities/classrooms, trainers and scheduling ▪ Develop training documentation including optimizing Workday's training tools where applicable ▪ Conduct end user training in accordance with the Training Plan	The number of trainers is dependent on the final scope of training. Change Ambassadors or Subject Matter Experts can be assigned to this role. Trainers will need to be dedicated at 100% during the Test and Deploy stages
REPORTING		
Report Developers	▪ Develop and test custom reports in accordance with functional requirements	1 to 3 persons at 50%

8.2 SIERRA-CEDAR RESOURCES – ROLES AND RESPONSIBILITIES

The Sierra-Cedar deployment team roles, responsibilities, and initial allocations are documented below. Sierra-Cedar will work with the City and County to manage the allocations of resources as needed to support project needs.

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)	▪ Responsible for being the point of contact representing Sierra-Cedar management team ▪ Works with the Project Manager so that escalated issues do not impact the project timeline ▪ Participates in regularly scheduled Steering Committee meetings, which assess whether the project team is being held accountable for dates and commitments agreed to in the Project Work Plan	1 - 2 persons – As needed

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	▪ Maintains an ongoing relationship with the customer's executive contacts	
Project Manager	▪ Responsible for managing the overall project to completion ▪ Defines project standards, policies and procedures to be used across projects ▪ Monitors compliance with these project management standards, policies, procedures, and templates via project reviews and assessments ▪ Develops manages, and maintains the project plan ▪ Performs financial management across the project ▪ Manages the project issues, risks and key decision log ▪ Sets priorities and deadlines and evaluates milestones ▪ Assigns responsibilities ▪ Provides project health reports to upper management and Workday on a regular basis ▪ Escalates issues to the Executive Steering Committee that may impact the go-live date ▪ Participates in internal review meetings, which help to validate that the project is meeting deadlines and mitigating risk. ▪ Interacts with Workday Delivery Assurance, Product Strategy and Development	1 person at 80% - 85%
Functional		
Solution Architects	▪ Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective ▪ Provides a framework for explaining the impact of key design decisions ▪ Articulates the impact of the Workday Roadmap to customer requirements	HCM / Compensation / Benefits: 1 person at 30% - 40% Talent: 1 person at 20% - 30% Payroll / Absence: 1 person at 30% - 40%
Solution Architects	▪ Responsible for leading workshops during the Architect stage and ensuring business processes are designed from a cross-functional perspective ▪ Provides a framework for explaining the impact of key design decisions ▪ Articulates the impact of the Workday Roadmap to customer requirements	Financials: 2 to 3 persons at 35% - 50%
Principal Consultant	▪ Responsible for working with the City and County to design business processes ▪ Gathers functional and reporting requirements ▪ Maps client data to Workday ▪ Configures Workday according to customer requirements	HCM / Compensation / Benefits: 1 person at 70% - 80% Talent: 1 person at 40% - 50%

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	▪ Documents any areas where requirements are not met ▪ Supports testing, data conversion, and integration development efforts ▪ Escalates issues that may impact the go-live date to the Project Manager ▪ Deliver one reporting workshop	Payroll / Absence: 1 person at 70% - 80%
Principal Consultant	▪ Responsible for working with the City and County to design business processes ▪ Gathers functional and reporting requirements ▪ Maps client data to Workday ▪ Configures Workday according to customer requirements ▪ Documents any areas where requirements are not met ▪ Supports testing, data conversion, and integration development efforts ▪ Escalates issues that may impact the go-live date to the Project Manager ▪ Deliver one reporting workshop	Financial Acctg / Customer Accounts / Projects: 1 person at 65% - 75% Procurement / Supplier Accounts / Banking / Business Assets: 1 person at 75% - 85% Grants: 1 person at 25% - 35%
Technical		
Integration Architect	The Integration Architect is responsible for the overall strategy, design and development of the Workday integrations. Responsibilities include the following: ▪ Plan, lead and facilitate integration workshop(s) during the Architect stage. ▪ Develop high-level integration strategy and design. ▪ Provide Project Work Planning details for the Project Work Plan. ▪ Provide guidance on integration design decisions and downstream impacts for integrations. ▪ Provide oversight during the Configure & Prototype phase to verify the design principles are followed. ▪ Communicate design standards to developers to provide consistency across integrations. ▪ Provide guidance to integration consultants and City and County team members ▪ Prepare documentation for the tenant review. ▪ Liaise between the project team and Workday development team on any integration issues, as well as upcoming changes. ▪ Coordinate the resolution of issues during testing and deployment for integrations for which Team Sierra-Cedar is responsible. ▪ Provide knowledge transfer to the City and County integration team members.	1 person at 25% - 50%
Integration Consultants	Works with the Team Sierra-Cedar functional consultants and the City and County Development team and Subject Matter Experts to gather and document integration requirements.	1 person at 70% for SOA/HCM

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	Responsibilities include the following: ▪ Responsible for leading integration workshop(s) ▪ Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide: ▪ Support the design, configuration and testing of Workday integrations in scope for the implementation. ▪ Document design decisions for integrations assigned to Team Sierra-Cedar. ▪ Develop and unit test Workday integrations assigned to Team Sierra-Cedar. ▪ Support the City and County with the development and testing of integrations assigned to the City and County. ▪ Work with the City and County team to resolve issues. ▪ Provide knowledge transfer to the City and County integration team members.	1 person 5% - 10% for reporting
Integration Consultants	Works with the Team Sierra-Cedar functional consultants and the City and County Development team and Subject Matter Experts to gather and document integration requirements. Responsibilities include the following: ▪ Responsible for leading integration workshop(s) ▪ Plans, leads and facilitates integration workshop(s) during the early stages of the project to provide: ▪ Support the design, configuration and testing of Workday integrations in scope for the implementation. ▪ Document design decisions for integrations assigned to Team Sierra-Cedar. ▪ Develop and unit test Workday integrations assigned to Team Sierra-Cedar. ▪ Support the City and County with the development and testing of integrations assigned to the City and County. ▪ Work with the City and County team to resolve issues. Provide knowledge transfer to the City and County integration team members.	1 person at 40% SOA/FIN 1 person 5% - 10% for reporting
Data Migration Consultant	▪ Responsible for migrating customer data into Workday ▪ Resolves data related issues during conversions	1 person at 35% - 45% for data 1 person at 25% for technical coordinator
Business Readiness/Change Management		
Business Readiness/Change Management Lead	▪ Develops the Stakeholder Engagement Plan ▪ Conducts the Change Readiness Assessments ▪ Leads Change Management Team Facilitates and coaches the Change Ambassador Team	1 person at 50% during the Business Process Alignment phase 1 person at 75% for Architect, Configure and

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	▪ Creates the Change Management Strategy with input from the City and County	Prototype, Testing, and Deploy
	▪ Creates the Communication Plan with input from the City and County	
	▪ Conducts the Impact Assessment	
	▪ Conducts the Training Needs Assessment	
	▪ Creates the Training Strategy and Plans with input from the City and County	
	▪ Conducts Go-Live Readiness Assessment (in collaboration with the project team)	
	▪ Facilitates the execution of Knowledge Transfer Plan (in collaboration with the project team members)	
	▪ Leads the Lessons Learned session	

8.3. ASSUMPTIONS – RESOURCES

- The City and County and Sierra-Cedar will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined in above.

- The City and County's functional and technical staff will be committed to the project in accordance with the resource requirements outlined in above and the associated changes to their job functions.

- Sierra-Cedar's resources will be committed to the project in accordance with the resource requirements outlined in above.

- The City and County project personnel will participate in accordance with time allocation stated in this statement of work and the City and County will make all good faith efforts to maintain their assignment to the project as long as they remain active employees, and as consistent with City and County human resources policies and procedures, and collective bargaining agreements.

- Sierra-Cedar's project personnel will participate in accordance with time allocation stated in this statement of work and Sierra-Cedar will make all good faith efforts to maintain their assignment to the project as long as they remain active employees,

- The City and County resources that are dedicated to the project will have their daily responsibilities appropriately prioritized to meet the project requirements and objectives.

- Lack of performance by the City and County or Sierra-Cedar resources that negatively impacts the project may require replacement of said resources. The City and County and Sierra-Cedar agree that if mutually agreed upon, a replacement resource will be identified and assigned within 5 business days after identification/agreement.

- Sierra-Cedar consultants will perform services in a combination of locations including the City and County's office, in Sierra-Cedar's Solution Center and remotely.

- The City and County will provide Sierra-Cedar consultants with reasonable facility access, working space, equipment and office support.

- The City and County will provide remote connectivity consistent with its security process and procedure to be used during the project.

- Changes to resources could impact pricing and require a change order.

9. FEES & PAYMENT SCHEDULE

This SOW is a fixed fee agreement between Sierra-Cedar and the City and County of Denver with fees to be paid at set milestones as defined in Section 9.2, Fees & Payment Schedule. Provided that the City and County complies with its obligations hereunder.
Sierra-Cedar will complete the work defined in this Statement of Work for a fixed price amount of **$4,399,965.00**.

Upon completion of a payment milestone and acceptance of the associated deliverable(s), Sierra-Cedar will submit an invoice and that invoice becomes due and payable per terms in the Agreement.

9.1 EXPENSES

Sierra-Cedar shall bear all the costs associated with travel unless the Sierra-Cedar resource mix drops below 80% local to Colorado. Sierra-Cedar will notify the City and County of any resource changes immediately prior to changing the expense model. If this occurs, actual expenses for non-local consultants will be pre-approved by the City and County and invoiced to the City and County based on Sierra-Cedar's Travel and Expense policy contained in the Agreement.

9.2 FEES & PAYMENT SCHEDULE

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
BPA Project Kickoff **BPA High Level Plan**	Aug-15	$ 200,000.00
BPA SaaS Integration Platform Document **BPA Data History Options Document** **BPA Data Cleanup Leading Practices** **BPA Baseline Change Readiness Assessment**	Sep-15	$ 250,000.00
BPA HCM/Payroll Documents **BPA Financials Documents** **BPA Stakeholder Identification and Engagement Plan** **BPA Phase Complete**	Oct-15	$ 250,000.00
BPA Actionable Plan from Alignment Workshops **BPA Presentation** **HCM/Payroll High Level Plan** **HCM/Payroll and Financials Communication Plan** **HCM/Payroll Initial Deployment Data Gathering Workbook** **HCM/Payroll P0 Tenant Delivered** **HCM/Payroll Project Kickoff** **HCM/Payroll Stage 1 Complete**	Nov-15	$ 250,000.00

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
HCM/Payroll Integration Scope Confirmation **HCM/Payroll Architect Major Functionality** **HCM/Payroll Functional Scope Confirmation** **HCM/Payroll Architect Business Processes and Roles**	Dec-15	$ 250,000.00
HCM/Payroll Configuration Design **HCM/Payroll Architect Integrations**	Jan-16	$ 165,000.00
HCM/Payroll Configuration Design Signoff **HCM/Payroll Integration Design Signoff** **HCM/Payroll and Financials High Level Training Strategy** **HCM/Payroll Stage 2 Complete**	Feb-16	$ 165,000.00
HCM/Payroll Tenant Management Plan **HCM/Payroll P1 Delivered**	Mar-16	$ 165,000.00
HCM/Payroll P1 Configuration Walkthrough **HCM/Payroll Report Workshop Delivered** **HCM/Payroll Impact Assessment**	Apr-16	$ 165,000.00
HCM/Payroll Test Plan - Template Provided **HCM/Payroll Training Needs Assessment** **Financials High Level Plan** **Financials Initial Deployment Data Gathering Workbook** **Financials P0 Tenant Delivered - Copy of HCM/Payroll P1 and Loaded** **Financials Project Kickoff** **Financials Stage 1 Complete**	May-16	$ 165,000.00
HCM/Payroll Configuration Complete and Tested **HCM/Payroll Integration Development Complete and Tested** **HCM/Payroll Test Scenarios - Template Provided** **HCM/Payroll Training Curriculum** **Financials Integration Scope Confirmation** **Financials Architect Major Functionality** **Financials Functional Scope Confirmation** **Financials Architect Business Processes and Roles**	Jun-16	$ 165,000.00
HCM/Payroll Functional Configuration Signoff **HCM/Payroll Integration Development Signoff** **HCM/Payroll Stage 3 Completed** **HCM/Payroll P2 Delivered** **Financials Configuration Design** **Financials Architect Integrations**	Jul-16	$ 165,000.00

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
HCM/Payroll Smoke Testing Completed **Financials Configuration Design Signoff** **Financials Integration Design Signoff** **Financials Stage 2 Complete**	Aug-16	$ 165,000.00
HCM/Payroll End to End Testing Completed **HCM/Payroll P2 Delivered** **Financials Added to Tenant Management Plan** **Financials P1 Delivered - Copy of HCM/Payroll P1 and Loaded**	Sep-16	$ 165,000.00
Payroll Parallel Testing Completed **HCM/Payroll Stage 4 Completed** **Financials P1 Configuration Walkthrough** **Financials Report Workshop Delivered** **Financials Impact Assessment**	Oct-16	$ 165,000.00
Training Delivery Audit **HCM/Payroll Cutover (Go-Live) Checklist Completed** **HCM/Payroll GOLD Build Delivered** **HCM/Payroll Stage 5 Completed** **Financials Test Plan - Template Provided** **Financials Training Needs Assessment**	Nov-16	$ 165,000.00
HCM/Payroll Cutover to Production **HCM/Payroll Transition to Workday Production Support** **Financials Configuration Complete and Tested** **Financials Integration Development Complete and Tested** **Financials Test Scenarios - Template Provided** **Financials Training Curriculum**	Dec-16	$ 165,000.00
Financials Functional Configuration Signoff **Financials Integration Development Signoff** **Financials Stage 3 Completed** **Financials P2 Delivered - Copy of HCM/Payroll P2 and Loaded**	Jan-17	$ 250,000.00
Financials Smoke Testing Completed	Feb-17	$ 250,000.00
Financials End to End Testing Completed **Financials Stage 4 Completed**	Mar-17	$ 250,000.00
Financials Training Delivery Audit	Apr-17	$ 250,000.00
Financials Cutover to Production	May-17	$ 219,965.00
Financials Transition to Workday Production Support	Jun-17	$ -
Total		**$ 4,399,965.00**

10. OPTIONAL SERVICES

A rate card for these optional services and any other change orders executed throughout the project is in Appendix B.

If the City and County would like to purchase services to automate catchup transaction during the project, Sierra-Cedar will provide 640 additional hours on a time and expense basis for a consultant to automate HCM and Payroll transactions to execute parallel payroll testing during the project as well as those required for the Gold build. The Gold build catchup transactions occur between the Gold tenant being validated and signed off by Workday Delivery Assurance and the City and County and go-live. A change order which would include an increase in the contract amount will need to be executed if the City and County chooses these optional services.

If the City and County would like to purchase services to load history from a previous system into Workday, Sierra-Cedar will provide 200 additional hours on a time and expense basis for a data migration consultant to load this data. A change order which would include an increase in the contract amount will need to be executed if the City and County chooses these optional services. The 200 hours would include the following from Sierra-Cedar:

- Initial discussion and documentation
- 4 tenant builds; P1, P2, P3, and Gold
- Job and compensation history from previous system can only be loaded to employees in Workday (all data is loaded as free text)
- Former worker data can only be loaded for one primary position (all data is loaded as free text)
- Creating one master "history" report that contained all data fields loaded as history
- This master report would only include history from a previous system as Workday already delivers a former worker report that includes all fields that are available

For this scope, the City and County will be responsible for the following:
- Extract into required EIB format, map, cleanse, and validate the data in the Sandbox and Production environments
- Additional reports required – these can be copied and modified from the master "history" report
- Concatenations of data in each field (if required)
- These concatenations would also be limited to approximately 10 per description field per EIB load (position history and compensation history)

The authorized representatives of the parties have signed this Statement of Work.

City and County of Denver   Sierra-Cedar, Inc.

_____   _____
Signature   Signature

_____   _____
Printed Name   Printed Name

_____   _____
Title   Title

_____   _____
Date   Date

APPENDIX A – CHANGE CONTROL PROCESS

Below are the high-level steps of the Change Control Process. A detailed Change Control Process will be documented during the Planning Phase of the project. As the Change Control Process is fully defined, City and County and Sierra-Cedar will agree when this process will be invoked; e.g., changes requiring more than X number of hours.

To facilitate the Change Control Process, a governing Change Control Board (CCB) will be established for the duration of the project. The CCB will be composed of Stakeholders and Executive Sponsors from both City and County and Sierra-Cedar.

Situations wherein there is a lack of understanding or clarity in the defined requirements included in the Scope of Work, will be handled on a case by case basis with guidance from the CCB.

Opportunities for Change Control items to be included in scope without impacting quality, budget or timeline will be documented accordingly.

Change Control items that impact quality, budget or timeline may require a City and County PMO Change Request to reflect decision(s) and activities required.

High-Level Change Control Process Steps

1. Requirement is documented by the requestor.
2. A high-level estimate for solution development is provided to facilitate prioritization and impact.
3. Requirement reviewed/signed-off by the Agency Sponsor for presentation to the CCB.
4. Requirement is presented for review to the CCB.
5. CCB actions the requirement with one of the following dispositions:
    o Approved/accepted
    o Declined/denied
    o Deferred – either future phase or additional information is required
NOTE: Approval to proceed with development must be authorized in writing by the City and County.
6. Communication to Project Team regarding disposition of Change Request.
7. If the Change Request is Approved,
    o A Detailed Solution Design is documented with level of effort hours estimate with an 80% degree of confidence.
    o Acceptance Approval is prepared and routed for signatures.
    o Sierra-Cedar and/or City and County Project Managers will determine timeline for delivery and update the schedule accordingly.

Sierra-Cedar

C.1 SIERRA-CEDAR SIMPLE CHANGE ORDER	
DATE SUBMITTED: _____/_____/_____	
MASTER SERVICE AGREEMENT REFERENCE NUMBER:	Sierra-Cedar _____
STATEMENT OF WORK REFERENCE NUMBER:	Sierra-Cedar _____
REQUEST SUBMITTED BY:	_____,_____, Sierra-Cedar

CHANGE ORDER NARRATIVE:
THE PURPOSE OF THIS CHANGE ORDER IS:
THE IMPACT AND/OR COSTS ASSOCIATED WITH THIS CHANGE ORDER ARE ESTIMATED AS FOLLOWS:
ATTACHMENTS, SCHEDULES OR TABLES:
This Change Order shall constitute an amendment to, and shall be deemed part of, the terms and conditions of the Statement of Work titled _____.
The authorized representatives of the parties have signed this Change Order.

C.1   SIERRA-CEDAR SIMPLE CHANGE ORDER

SIERRA-CEDAR

Sierra-Cedar, Inc.

By: _____

Name: _____

Title: _____

Date: _____

CLIENT

City and County of Denver

By: _____

Name: _____

Title: _____

Date: _____

APPENDIX B – RATE CARD FOR CHANGE ORDERS

Role	Hourly Rate Minimum	Hourly Rate Maximum
Project Sponsor	$ 175.00	$ 215.00
Engagement / Project Manager	$ 170.00	$ 210.00
Solution Architect	$ 165.00	$ 205.00
Principal Consultant	$ 160.00	$ 200.00
Principal Consultant - Data Migration	$ 150.00	$ 190.00
Data Migration Specialist	$ 140.00	$ 180.00
Integration Lead	$ 165.00	$ 205.00
Integration Consultant	$ 150.00	$ 190.00
Change Management Architect	$ 145.00	$ 185.00
Change Management Lead	$ 145.00	$ 185.00
Training Developer	$ 125.00	$ 165.00
Apprentice Rate	$ 125.00	$ 165.00

APPENDIX C – CITY AND COUNTY AUTHORIZED ACCEPTANCE APPROVERS

Agency	Name (alphabetical order)	Title	Role
Controller's Office - Financials	Beth Machann	City Controller	Executive Steering Committee Member
	Kelli Bennett	Director of Accounting & Financial Reporting	Project Team Member
	Bill Riedell	Director of Financial Services	Project Team Member
	Bonnie Johnson	Payroll Director	Project Team Member
Purchasing	John Utterback	Director of Purchasing	Executive Steering Committee Member
	JD Whiteman	Deputy Director of Purchasing	Project Team Member
	Michelle Davies	Purchasing Management Analyst	Project Team Member
Office of Human Resources	Karen Niparko	Executive Director of OHR	Executive Steering Committee Member
	Chris Longshore	HRIS Manager	Project Team Member
	Heather Britton	Benefits & Compensation Manager	Project Team Member
	Karuna Dhingra	HR Systems Analyst	Project Team Member
DIA	Angela Padalecki	Senior Advisor to CFO	Project Team Member
	Kelan Pape	Director of IT	Project Team Member
	Mike Rathbun	TS, Director of Business Services	Project Team Member
	Harley Rinerson	TS, Director of Compliance	Project Team Member
Technology Services (TS)	Chris Binnicker	Deputy CIO	Executive Steering Committee Member
	Cindy Zec	Director of Enterprise Applications	Project Sponsor
	Oren Bierkatz	Project Manager	Project Team Member
	Marian Lyons	Project Manager	Project Team Member
	Mike Wright	Director of Enterprise Architecture	Project Team Member
	James Stoner	Information Security Manager	Project Team Member
	Robert Belton	Enterprise Development Manager	Project Team Member
	Laura Shipley	Enterprise Analysis Manager	Project Team Member

Sierra-Cedar

APPENDIX D – SAMPLE APPROVAL OF ACCEPTANCE

Acceptance Certificate

City and County: City of Denver
Project: CORE Project (CAMA & OASIS Replacement)
Initiated By: Date:
_____

Milestone Reference: Type: ❏ Final

Description:

The above _____ has been reviewed by the City and fully meets all deliverables and requirements pertaining to its completion as outlined in the entirety of the Statement of Work (SOW) and is hereby considered as having passed the acceptance criteria specified by City.

_____   _____
City and County Agency Representative   Date

_____   _____
City and County Agency Representative   Date

_____   _____
City and County Agency Project Sponsor   Date

_____   _____
City and County Technology Services Project Sponsor   Date

_____   _____
City and County Project Manager   Date

_____   _____
Sierra-Cedar Project Manager   Date

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/02/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:		
MARSH USA INC. 1225 17TH STREET, SUITE 1300 DENVER, CO 80202-5534 Attn: Denver.CertRequest@marsh.com / FAX 212-948-4381	PHONE (A/C, No, Ext):		FAX (A/C, No):
	E-MAIL ADDRESS:		

	INSURER(S) AFFORDING COVERAGE	NAIC #
402418-STND-GAWUE-15-16	INSURER A : Charter Oak Fire Insurance Company	25615
INSURED Sierra-Cedar, Inc. 1255 Alderman Drive Alpharetta, GA 30005	INSURER B : Lloyd's Of London	1122000
	INSURER C : Travelers Indemnity Co	25658
	INSURER D : Travelers Prop. Casualty Co. Of America	25674
	INSURER E :	
	INSURER F :	

COVERAGES   **CERTIFICATE NUMBER:** SEA-002797782-26   **REVISION NUMBER:** 20

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR		TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X	COMMERCIAL GENERAL LIABILITY			630-7E795282-COF-15	07/02/2015	07/02/2016	EACH OCCURRENCE	$ 1,000,000
		CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
								MED EXP (Any one person)	$ 10,000
								PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
		X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
		OTHER:							$
C		AUTOMOBILE LIABILITY			BA-7E795282-15-TEC	07/02/2015	07/02/2016	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X	ANY AUTO						BODILY INJURY (Per person)	$
		ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X	HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
									$
		UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
		EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
		DED [ ] RETENTION $							$
C D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-7E795282-15 (AOS) UB-8E047911-15	07/02/2015 07/02/2015	07/02/2016 07/02/2015	X PER STATUTE [ ] OTH-ER	
								E.L. EACH ACCIDENT	$ 1,000,000
								E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
								E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		ERRORS & OMISSIONS SIR: $1,000,000			FINPT1500114	07/01/2015	07/01/2016	LIMIT	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
SIERRA-CEDAR CLIENT: City and County of Denver, CLIENT #: 101170
RE: PeopleSoft, Workday and other information technology services
THE CITY AND COUNTY OF DENVER, ITS ELECTED AND APPOINTED OFFICIALS, EMPLOYEES AND VOLUNTEERS ARE NAMED AS ADDITIONAL INSURED ON THE GENERAL AND AUTO LIABILITY POLICIES AS REQUIRED BY WRITTEN CONTRACT. GENERAL LIABILITY, AUTO LIABILITY, AND WORKERS COMPENSATION POLICIES INCLUDE A WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT. COVERAGE PROVIDED BY THE GENERAL LIABILITY SHALL BE PRIMARY AND IS LIMITED TO THE LIABILITY RESULTING FROM THE NAMED INSUREDS OWNERSHIP AND OR OPERATIONS. GENERAL LIABILITY POLICY CONTAINS A SEPARATION OF INSURED CLAUSE. ERRORS AND OMISSIONS POLICY INCLUDES CYBER LIABILITY.

CERTIFICATE HOLDER	CANCELLATION
WELLINGTON E. WEBB MUNICIPAL OFFICE BUILDING ATTN: J.D. WHITEMAN 201 WEST COLFAX AVE. DEPT 304, 11TH FLOOR DENVER, CO 80202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. **AUTHORIZED REPRESENTATIVE** of Marsh USA Inc. Kathleen M. Parsloe *Kathleen M. Parsloe*

ACORD 25 (2014/01)   The ACORD name and logo are registered marks of ACORD

APPENDIX NO. 1

STANDARD FEDERAL ASSURANCES

NOTE: As used below the term "contractor" shall mean and include the "Party of the Second Part," and the term "sponsor" shall mean the "City".

During the term of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

       1.   Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

       2.   Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, creed or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

       3.   Solicitations for Subcontractors, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

       4.   Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor of the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

       5.   Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

       a.   Withholding of payments to the contractor under the contract until the contractor complies, and/or

b.   Cancellation, termination, or suspension of the contract, in whole or in part.

6.   <u>Incorporation of Provisions</u>.   The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX NO. 3

NONDISCRIMINATION IN AIRPORT EMPLOYMENT OPPORTUNITIES

The Party of the Second Part assures that it will comply with pertinent statutes, Executive Orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This Provision obligates the Party of the Second Part or its transferee for the period during which Federal assistance is to provide, or is in the form of personal property or real property or an interest herein or structures or improvements thereon. In these cases, this Provision obligates the Party of the Second Part or any transferee for the longer of the following periods: (a) the period during which the property is used by the sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property.   In the case of contractors, this Provision binds the contractors from the bid solicitation period through the completion of the contract.

It is unlawful for airport operators and their lessees, tenants, concessionaires and contractors to discriminate against any person because of race, color, national origin, sex, creed, or handicap in public services and employment opportunities.

Contract Control Number:

IN WITNESS WHEREOF, the parties have set their hands and affixed their seals at Denver, Colorado as of

SEAL   **CITY AND COUNTY OF DENVER**

ATTEST:

                                                        By_____

_____

APPROVED AS TO FORM: REGISTERED AND COUNTERSIGNED:

                                                        By_____

By_____

                                                        By_____

Contract Control Number: TECHS-201523139-00

Contractor Name: SIERRA-CEDAR INC

By: _____

Name: _DALE COGGINS_____
      (please print)

Title: _GENERAL COUNSEL/SECRETARY_
     (please print)

ATTEST: [if required]

By: _____

Name: _____
      (please print)

Title: _____
     (please print)