

AMENDATORY AGREEMENT

THIS AMENDATORY AGREEMENT is made between the **CITY AND COUNTY OF DENVER**, a municipal corporation of the State of Colorado (the “City”) and **SIERRA-CEDAR, INC.**, a Delaware corporation whose address is 1255 Alderman Drive, Alpharetta, Georgia 30005 (the “Contractor”), jointly (“the Parties”).

RECITALS:

A. The City and the Contractor entered into an Agreement dated July 24, 2015 (the “Agreement”) for professional services related to the implementation of the Workday software application.

B. The Parties wish to amend the Agreement to modify the scope of work and increase funding.

NOW THEREFORE, in consideration of the premises and the Parties’ mutual covenants and obligations, the Parties agree as follows:

1. All references to “...Exhibit A...” in the Agreement shall be amended to read: “...Exhibit A and A-1...” as applicable. The scope of work marked as **Exhibit A-1** attached to this Amendatory Agreement is hereby incorporated by reference.

2. Paragraph 4 of the Agreement entitled “**COMPENSATION AND PAYMENT**”, Sub-paragraph D entitled “**Maximum Contract Liability**” is amended to read as follows:

“**4. COMPENSATION AND PAYMENT:**

D. Maximum Contract Liability: 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 **SEVEN**

MILLION DOLLARS AND ZERO CENTS (\$7,000,000.00) (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.”

3. As herein amended, the Agreement is affirmed and ratified in each and every particular.

4. This Amendatory Agreement will not be effective or binding on the City until it has been fully executed by all required signatories of the City and County of Denver, and if required by Charter, approved by the City Council.

[SIGNATURE PAGES FOLLOW]

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-201523139-01

Contractor Name: SIERRA-CEDAR INC

By: Mary Sheffield
Mary Sheffield (Apr 28 2016)

Name: Mary Sheffield
(please print)

Title: General Manager
(please print)

ATTEST: [if required]

By: _____

Name: _____
(please print)

Title: _____
(please print)



EXHIBIT A-1



Denver International Airport Financial Workday Deployment Statement of Work

May 2, 2016

Sierra-Cedar, Inc.

1255 Alderman Drive

Alpharetta, GA 30005

Fenton Penna

Account Executive

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This document was prepared for the exclusive use of the designated recipient and contains proprietary and confidential information of Sierra-Sierra-Cedar, Inc.

DOCUMENT REVISION HISTORY

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1	Sierra-Cedar	03.14.16	Initial Draft
2	Sierra-Cedar	03.21.16	Further Internal Review
3	Sierra-Cedar	03.22.16	Initial Draft Sent for Review to Client
4	Sierra-Cedar	04.04.16	Updates from Client Review
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6	Sierra-Cedar	04.12.16	Updated Integrations and Price
Final	Sierra-Cedar	04.15.16	Final sent to Client for signature

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1. INTRODUCTION

This Statement of Work ("SOW") is made as of May 2, 2016 ("SOW Effective Date") by and between Sierra-Cedar, Inc. ("Sierra-Cedar") and the City and County of Denver on behalf of Denver International Airport ("Airport"). This SOW incorporates by reference the Master Services Agreement, Contract 201523139, between Sierra-Cedar and the City and County of Denver ("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. No terms, provisions, or conditions of any purchase order will have any effect on the obligations of the parties under or otherwise modify the Agreement or this SOW.

2. TERM

The term of this SOW is defined as the duration of the Project to convert the Denver International Airport from its legacy AMS Financials to the Workday solution. This SOW will commence as of May 2016 (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 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 was conducted from November 2015 through March 2016 prior to the Financials deployment and execution of the Workday Accelerated Deployment Methodology. High level overviews and detailed verbiage of the methodology 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 Airport will be supported through business process analysis by Sierra-Cedar consultants with experience working within public sector organizations.

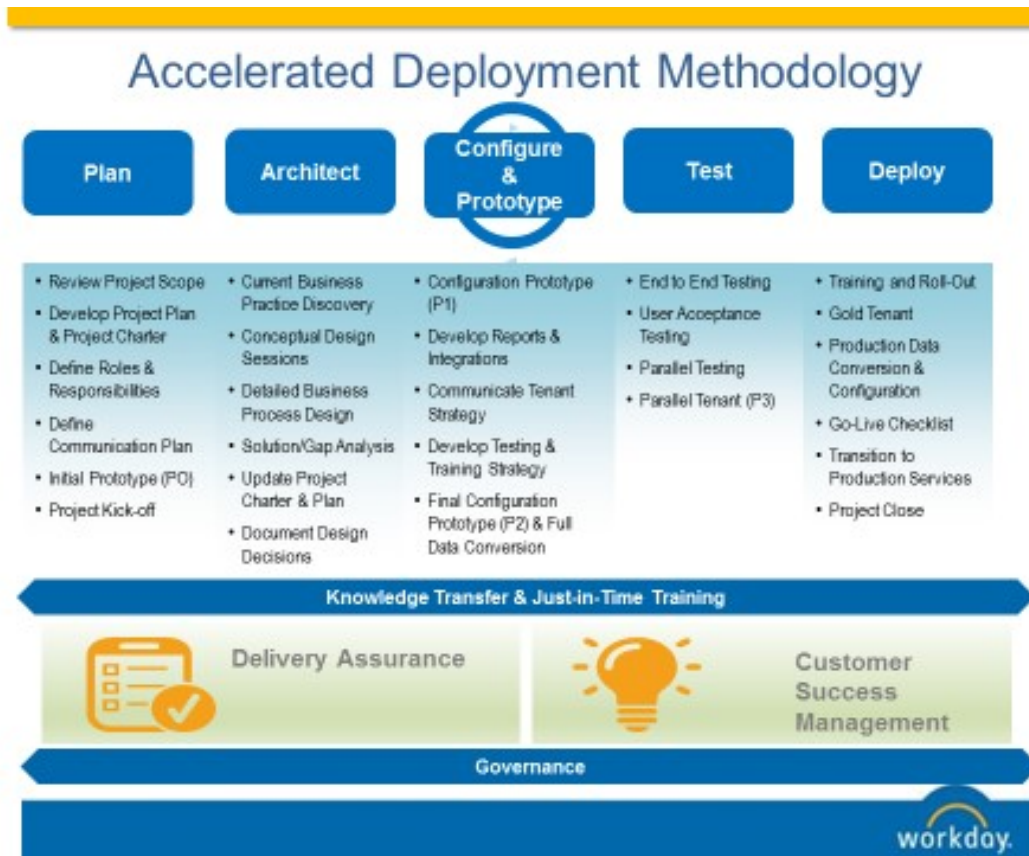
The overarching success of a project of this magnitude is for the project to be under the guidance of a project management governance. The role of the project management governance is to provide a decision making framework that is logical, robust, and repeatable to govern the project.

During the planning stage of the Financials Workday Deployment project, the project management governance will be finalized and communicated to include the Airport 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/differences that were identified in Business Process Alignment will be handled to completion. This may include but is not limited to policy changes, process changes, communication, etc.

3.1. ASSUMPTIONS – PROJECT MANAGEMENT GOVERNANCE

- Sierra-Cedar's fixed price assumes that the Airport will be actively represented on the project in all process and business areas where they will use the new system and that the Airport.
- Overall project management responsibility will be shared between Sierra-Cedar and the Airport. The Airport will provide an executive Sponsor(s), project manager, and leads to coordinate project activities with the Sierra-Cedar Project Leadership. The Airport Project Manager will be 50 - 100% dedicated to the project and a Sierra-Cedar Project Manager will be 50% dedicated to the project for the duration of the project.
- The Airport Executive Sponsor(s) will provide guiding principles to the team. The approach will use the default Workday business processes. The Airport is responsible for the development of any end user departmental policies, procedures, and user manuals.
- The Sierra-Cedar Team will be reliant on the Airport 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 business processes with the City and County.
- The Airport Executive Sponsor(s) will be incorporated into the existing City and County 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 the Airport 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 the Financials Planning phase in which all project milestones are identified and agreed upon and documented as part of an overall Project Management Plan. This Plan will be incorporated into the overall City and County Workday Deployment 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 Airport Executive Sponsor(s).
- Sierra-Cedar Project Sponsor and the Airport 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 Airport Executive Sponsor(s) will meet with the joint Project Management Team throughout the project.
- The Airport 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 Airport 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 Airport Executive Sponsor(s) and Sierra-Cedar will utilize the current Project Change Control process that is in place for the City and County Workday Deployment and use the form in Appendix A. This process will be used to govern changes to the Statement of Work and change orders will be executed by the City and County.

3.2. WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY



Stage 1: Plan

At the project onset, the combined project teams from the Airport, 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 Airport 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 deliverables. The Airport Project Work Plan will be incorporated into the City and County's Phase 2 (Financials and Procurement) portion of the project as deemed necessary by Sierra-Cedar, the Airport, and the City and County.

Stage 2 - Architect

Requirements validation occurs at several points in the Airport's project. The first was through the BPA which happened prior to the start of the deployment portion of Phase 2 of the City and County deployment project. One of the primary deliverables from the BPA is the identification of the gaps/differences between the Airport's key current financial business processes, those business processes executed in Workday, and those business processes followed by the City and County. The preliminary list of current business processes, Workday business process differences, and City and County 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 gaps/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 as well as gather additional information for the configuration of the Workday business processes for the Airport.

Meeting/session minutes are captured, along with any action items, issues, or risks identified during the sessions. Action Items are placed into the SharePoint Action Item tracking tool and are used to drive decisions needed to complete configuration. Issues 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 Airport 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 Airport understand the "why" behind the configuration so that the Airport has a long term sustainable solution when the project is completed and the Airport 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 Airport 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 an important distinction of the design process as the Airport desires to take advantage of leading practices, following the City and County business processes, 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 only deviation from this process will be if the Airport needs to meet specific requirements governed by policy or regulations.

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 Airport with the required data elements and formats that the Airport 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 Airport'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 Airport 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 Airport will validate the data in the Workday Tenant. This process will be followed for the Airport's Financial phase 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 Airport 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 Airport'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 Airport with facilitation provided by Sierra-Cedar per the testing approach below using the business processes and data designed specifically for the Airport.

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 Airport 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 Airport on the content of the test scripts, the Airport 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 Airport to expand those definitions to capture the specifics of the Airport'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 Airport for testing.
- Facilitate the definition of the Airport End to End 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.

Airport will:

- Define the Airport End to End, User Acceptance, and Period End 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 Production build which is a shared tenant with the City and County
- Extract of data from the Airport's current Production environment
- Build of the Production environment which is a shared tenant with the City and County
- Airport validating the data migrated into the Production environment which is a shared tenant with the City and County

- Airport entering catch-up transactions from the current Production environment for the period after the initial data extracts
- Delivery Assurance and approval from Workday to move into Production
- Go live

After going live, Sierra-Cedar will assist the Airport 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 Airport's deployment to the Airport's Production Support Team which may be a part of 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. For one month after the Financials go live, Sierra-Cedar will provide post production support using the same onsite/remote resourcing model as was used during the project. This will be adjusted as we approach go-live so that the first month end close is supported by Sierra-Cedar.

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 Airport 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 Workday Financials solution. Professional and Implementation Services provided by Sierra-Cedar are targeted to enable the Airport to "Go-Live" on the Workday solution and retire the legacy applications while reducing manual processes as much as possible and following leading practices.

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 Airport.

5.1. FINANCIALS SCOPE

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

Financial Management consists of Financial Accounting, Supplier Management, Revenue, 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.

Revenue consists of Customers, Sales Items, Customer Contracts, Customer Invoices, Customer Payments, Credit Card Payments, Cash Sales, Deposits, Write-offs, 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 and Work Management - Up to 1,000 projects, project description, Project Manager assignment, project plans, project profiles, project time

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

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 business processes. Starting with the City and County business process for each of these, configuration will be completed in order to meet the requirements stated by the Airport.

- Accounting Journal Event
- Period Close Event
- Budget Event
- Budget Amendment Event
- Ad Hoc Bank Transaction Template Event
- Ad Hoc Bank Transaction Event
- Customer Request
- Customer Invoice Event
- Customer Invoice Email Event
- Customer Payment Application Event
- Customer Invoice Maintenance Event
- Cash Sale Event
- Customer Deposit Event

- Customer Refund Event
- Bad Debt Write-off Event
- Customer Statement Event
- Customer Contract Event
- Billing Schedule Event
- Revenue Recognition Schedule Event
- Revenue Recognition Installment Event
- Asset Registration Event
- Asset Disposal Event
- Create Property Hierarchy
- Create Project
- Create Project Scenario
- Award Event
- Award Amendment Event
- Award Correction Event
- Letter of Credit Draw Down Event
- Reprocess Award Costs Event

The below business processes will also be included starting with the City and County business process; however, no additional configuration will be completed for these.

- Accounting Journal Unpost Event
- Allocation Run Event
- Allocation Finalize Event
- Average Daily Balance Event
- Period Close Notification Event
- Check Budget (Spend)
- Budgetary Roll Forward Close Event
- Review Bank Statement Line
- Ad Hoc Payment Event
- Asset Issue Event
- Asset Adjust in Service Date Event
- Asset Transfer Event
- Asset Removal Event
- Asset Reinstatement Event
- Asset Assign Accounting Event
- Asset Reclassification Event
- Asset Cost Adjustment Event
- Asset Useful Life Update Event
- Asset Impairment Event
- Create Idea
- Verify Capital Project Expense

The below business processes will not be used by the Airport.

- Bank Account Transfer Event
- Bank Statement Event
- Settlement Run Event
- Print Checks Task
- Payment Printing Event
- Prenote Run Event

- Payment Release Event
- Remittance Release Event
- Review Payment Acknowledgement
- Payment Return Statement Event
- Payment Return Event
- Award Proposal Event

5.1.1. OUT OF SCOPE - FINANCIALS

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

5.1.2. ASSUMPTIONS – FINANCIALS

- 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 Airport project team designated in that area about how to complete the activity and will provide guidance as the Airport configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the Airport will follow the testing approach described in section 3.3 for this project. Additional support from Sierra-Cedar will include answering questions on how transactions are processed as well as troubleshooting 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.

5.2. PROCUREMENT SCOPE

Sierra-Cedar will design and configure Procurement generally available functionality as prioritized by the Airport. The configuration of each component listed above will be prioritized and designed during the initial stages of the project. The Airport will strive to reduce and align the number of codes, business process steps, and other configurations that are currently different across the departments and other areas within the Airport. 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 business processes. Starting with the City and County business process for each of these, configuration will be completed in order to meet the requirements stated by the Airport.

- Credit Card Transaction Load
- Prepaid Spend Amortization Event
- Prepaid Spend Amortization Schedule Event
- Procurement Card Transaction Verification Event
- Procurement Roll Forward
- Receipt Accrual Event
- Recurring Supplier Invoice
- Supplier Accounts Match Event
- Supplier Accounts Match Exception Override Event
- Supplier Alternate Name Change Event
- Supplier Change Event
- Supplier Connection Event
- Supplier Contact Info Change Event
- Supplier Event
- Supplier Invoice Event
- Supplier Request
- Supplier Settlement Bank Account Change Event
- Catalog Load
- Change Order
- Procurement Mass Close Event
- Purchase Order Event
- Receipt
- Request for Quote Award Event
- Request for Quote Event
- Request for Quote Response Event
- Requisition Event
- Return to Supplier Event
- Supplier Contract Amendment Event
- Supplier Contract Event
- Supplier Contract Invoice Schedule Event

The below business processes will also be included starting with the City and County business process; however, no additional configuration will be completed for these.

- 1099 Electronic Filing Run Event
- 1099 MISC Adjustment
- Purchase Order Issue Event
- Purchase Order XML Issue Event
- Requisition Sourcing Event

The below business processes will not be used by the Airport.

- Procurement Card Transaction Verification Intercompany Event
- Supplier Invoice Intercompany Event
- Create Change Order from Contingent Worker Contract

- Create Purchase Order from Contingent Worker Contract
- Create Supplier Contract Schedule Installments for Receipt
- New Hire Provisioning

5.2.1. 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 Airport to work with the 3rd party and is not in scope for this project.

5.2.2. ASSUMPTIONS – PROCUREMENT

- 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 Airport project team designated in that area about how to complete the activity and will provide guidance as the Airport configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the Airport will follow the testing approach described in section 3.3 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. 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 Airport to identify an efficient way to secure data and processes by assigning workers to standard Workday roles based on the governance established by the City and County. Sierra-Cedar will provide up to 5 custom security roles for Financials.

5.3.1. OUT OF SCOPE – CONFIGURABLE SECURITY

Not applicable.

5.3.2. ASSUMPTIONS – CONFIGURABLE SECURITY

- 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 Airport project team designated in that area about how to complete the activity and will provide guidance as the Airport configures the remaining. A change in scope may have an impact on pricing and require a change order.
- Sierra-Cedar and the Airport will follow the testing approach described in section 3.3 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. DATA MIGRATION SCOPE

Following the data migration strategy and tenant management plan, Sierra-Cedar will complete four data migration loads for the Financials deployment. Since the Airport is migrating from a separate and different legacy system for Financials, four data migration loads will occur for the Airport; however, these are all loaded into the shared tenant between the City and County and the Airport. The data migration loads are referred to as the prototype build (P0), configuration build (P1), final configuration build (P2), and production 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.

Financials (P0) – The prototype build (P0) is a shell of Financial 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. Starting with a copy of the latest City and County HCM/Payroll tenant, minimal Airport Financial data will be loaded into a tenant populated with Workday delivered business processes and configuration. P0 occurs during the plan stage of the project.

Financials (P1) – The configuration build (P1) is an 80% - 90% complete tenant from a configuration, business process, and data migration point of view. Starting with a copy of the latest City and County HCM/Payroll tenant, 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.

Financials (P2) – Starting with a copy of the latest City and County HCM/Payroll tenant, 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.

Financials Production Build – The production build is the final tenant build and is 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 (P2) and maintained with approved, tested configuration changes. No configuration changes are

allowed directly into Production without being entered into the master tenant first. The configuration, business processes, data migration, integrations, reports, and catch-up transactions in Production that go through delivery assurance with Workday must be the environment for Production go-live. Changes will need to wait until after go-live. Production build occurs during the deploy stage of the project.

Data Migration Items for the current year include:

Financials

- Beginning Balances
- Account Set (object class)
- Organizations (Cost Centers, Locations, Company, etc.)
- Bank Account(s)
- Financial Budget(s)
- Open Awards
- Sponsors
- F&A Rate Agreements
- Letters of Credit
- In Service Assets
- Asset Balance
- Accumulated Depreciation
- Depreciation Schedules
- Active Customers
- Customer Contracts
- Open Customer Invoices
- Active Projects

Procurement

- Commodity Codes (if used)
- Open Purchase Orders
- Employee Assigned Credit Cards
- Active Suppliers
- Active 1099s (any inactivated within the current year for reporting requirement)
- Open Supplier Invoices
- Open Supplier Contracts

5.4.1. 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 the BPA, Sierra-Cedar provided a presentation and deliverable document to the Airport containing options for handling historical data.

5.4.2. ASSUMPTIONS – DATA MIGRATION

- 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 Airport project team designated in that area about how to complete the

- activity and will provide guidance as the Airport configures the remaining. A change in scope may have an impact on pricing and require a change order.
- If the Airport 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 Airport. The Workday EIB is an Excel based tool that can be used by the Airport to migrate objects into their Workday system.
 - 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 City and County 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 Airport 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 Airport is responsible for extracting, cleansing, and providing the data from the Airport's legacy systems in the format specified by Sierra-Cedar for the data conversion scope listed within this proposal.
 - The Airport 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.

5.5. INTEGRATION SCOPE

With the implementation of Workday, numerous existing Airport integrations will need to be re-factored. Airport integrations include both inbound and outbound data feeds. It is the Airport'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 the Airport and Sierra-Cedar to update the integrations with the implementation of Workday. While the Airport and Sierra-Cedar will have individual ownership of the integrations as noted below, Sierra-Cedar will provide support to the Airport for the integrations that the Airport 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 the Airport's intent to improve upon, streamline and potentially redesign integrations if needed.

The integrations for Workday 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 noting based on the SharePoint Integration IDs, INT-016A, INT-018A, and INT-018B are covered on the City and County SOW integration scope as INT-007A, INT007-B, INT-007C, INT-007D, INT-005, and INT-006, respectively.

Sierra-Cedar Workday Integrations

- INT-002C AR Payments to Workday
- INT-16G Store Room JVAs
- INT-16J P Card JVAs
- INT-043 Passur Landing Fee Billing - AR Invoices
- INT-044A Gatekeeper AVI Billing Revenue AR Invoices
- INT-045 TTS(PCR360) – Telecom billing - AR Invoices

The Airport will be responsible for the Integrations listed below. Sierra-Cedar will provide support to the Airport for the integrations that the Airport 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.

Airport Integrations

- INT-002B ECS Payments
- INT-016C DIA Maximo - Vendor Data
- INT-016H Supplier Invoice Receiving outbound to Maximo
- INT-016I Supplier Invoice Returns outbound to Maximo
- INT-018C AMS PB or Questica – Personnel Data or Personnel Data to DEN CIP Budget Tool
- INT-018D AMS PB or Questica – Benefits Data or Benefit Data to DEN CIP Budget Tool
- INT-042A PropWorks billing inbound
- INT-042B – Vendor Data synch with PropWorks
- INT-044B Vendor Data synch with Gatekeeper

5.5.1. 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.

5.5.2. ASSUMPTIONS - INTEGRATIONS

- Any additional integrations identified will be the responsibility of the Airport. The Airport could choose to do the integrations themselves or request a change order from Sierra-Cedar to complete the integrations.
- Sierra-Cedar and the Airport will follow the testing approach described in section 3.3 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 Airport to make the necessary inbound and outbound calls for the necessary integrations.
- The Airport will be responsible for any 3rd party communications to complete integrations.
- The Airport will be responsible for any Oracle SOA work.
- 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 and will be the responsibility of the Airport. 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 integrated to Workday.

5.6. REPORTING SCOPE

As the Airport will need to identify, evaluate, design, develop, test, and deploy reports after the initial system has been deployed, the Workday methodology recommends that the Airport’s personnel take primary responsibility for writing required custom reports that will be deployed with Phase 2 of the City and County deployment project, with the exception of the 5 to 10 reports developed by Sierra-Cedar as noted below. Workday training on the report writing tools is required to fulfill this role. Sierra-Cedar will complete a Report Workshop for Financials to support the Airport’s report writers with knowledge transfer and troubleshooting services. The Airport will prioritize their listing of reports developed during the BPA, noting the reports that must be available for go-live. Sierra-Cedar will work with the Airport to map these reports to Workday standard reports. If a standard report isn’t available, Sierra-Cedar will develop 5 to 10 reports for Financials including Procurement. Sierra-Cedar will use the development of these reports as a knowledge transfer activity to the Airport; however, Sierra-Cedar will be responsible for completion of these reports.

5.6.1. OUT OF SCOPE – REPORTING

Not applicable.

5.6.2. ASSUMPTIONS – REPORTING

The Airport personnel designated as report writers must attend the following Workday training on reports:

- Report Writer
- Calculated Fields
- Report Designer
- Composite Reporting

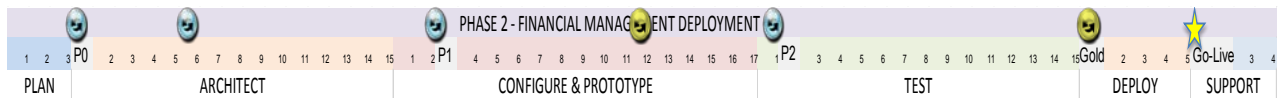
6. TIMELINE

Sierra-Cedar services will span approximately fourteen (14) months from the start date including one (1) month of production support. The production support model will be defined by the project managers during the Testing stage and will be adjusted to include the first month end close. 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 and will run concurrent with the City and County’s Phase 2 deployment project. This timeline is based upon Sierra-Cedar’s understanding of the Airport’s scope, internal staffing levels, and our experience on other Workday projects. The final timeline, tasks, and stage durations will be completed during the Plan stage of the project.

Changes to timeline may affect pricing and will require a change order if the Airport is responsible for the delay. The sample graphical timeline of the engagement is listed below.

Financial Deployment Timeline

May-16	Jun-16	Jul-16	Aug-16	Sep-16	Oct-16	Nov-16	Dec-16	Jan-17	Feb-17	Mar-17	Apr-17	May-17	Jun-17
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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 criterion for signoff on a form that is agreed to by the Airport and Sierra-Cedar. As Sierra Cedar completes the associated deliverable for a given milestone, it will present the Airport 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 Airport does not believe the milestones have been reached or that the deliverables are acceptable, the Airport will notify Sierra Cedar in writing of the basis for its rejection. If the Airport does not accept or reject the Acceptance Certificate within such Acceptance period, Acceptance will be deemed to have occurred. If the Airport rejects any milestone deliverables presented by Sierra Cedar, the written rejection notice shall specify the basis for the Airport's determination that the milestones had not been reached or the deliverables are not acceptable. The Acceptance Process will repeat until Acceptance occurs and if Acceptance hasn't occurred after two iterations of changes, the deliverable will be escalated to the Airport Executive Sponsor.

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 Workday Accelerated Deployment Methodology:

- Workday Accelerated Deployment Methodology
 - Plan
 - Architect
 - Configure and Prototype
 - Test
 - Deployment

7.1 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY PLAN STAGE 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.	Airport	Sierra-Cedar	Airport signs off on Project Charter Document.
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	Airport	Airport signoff based on Workday Delivery Assurance signoff

Update Initial Deployment Data Gathering Workbook	Initial Deployment Data Gathering Workbook – Financials	Review workbook used to gather the Airport information for inclusion in Initial Prototype tenant. Update as needed.	Sierra-Cedar	Airport	Airport signoff on Workbook for Initial Load
Confirm Integration Scope	Integration Scope Confirmation – Financials	Confirm integrations for Financials based on BPA sessions.	Sierra-Cedar	Airport	Airport signoff on Integration Scope
Confirm Functional Scope	Functional Scope Confirmation – Financials	Confirm functional scope for Financials based on BPA sessions.	Sierra-Cedar	Airport	Airport signoff on Functional Scope
Create Initial Prototype Tenant	Initial Prototype Tenant – Financials	P0 (zero): Starting from a copy of the City and County's current HCM/Payroll tenant, this is the initial prototype tenant used to kick-start the discovery and design activities. Contains a subset of the Airport data loaded into the environment (Data Load #1).	Sierra-Cedar	Airport	Airport signoff on P0
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.	Airport and Sierra-Cedar (Shared)		Airport signoff on Project Kickoff Presentation
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 Airport project team members consistently gain the knowledge needed to ultimately support Workday without consultants.	Sierra-Cedar	Airport	Airport signoff on Knowledge Sharing Plan

7.2 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY ARCHITECT STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Confirm Architect Major Functionality	Architect Major Functionality – Financials	Using the SaaS document from the City and County's BPA phase, determine the impact of design decisions on the deployment.	Sierra-Cedar	Airport	Airport signoff on Architect Major Functionality

Confirm Organizational Roles	Architect Business Processes and Roles – Financials	Confirm the gaps/differences in business processes based on the list created during the BPA and determine organizational roles.	Sierra-Cedar	Airport	Airport signoff Organizational Roles
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	Airport	Airport signoff Design Decision Guides and/or Workbooks
Signoff	Configuration Design Signoff – Financials	Signoff of completed Configuration Design documents for Financials.	Airport 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	Airport	Airport signoff on Integration Requirements Document
Signoff	Architect Integrations Signoffs – Financials	Signoff of completed Integration Design documents for Financials.	Airport and Sierra-Cedar (Shared)		

7.3 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY CONFIGURE AND PROTOTYPE STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Define Plan	Tenant Management Plan – Financials	Define the plan for managing each tenant.	Sierra-Cedar	Airport	Airport signoff based on Workday Delivery Assurance signoff
Build P1	Configured Prototype – Financials	P1 - Starting with a copy of the City and County's current HCM/Payroll tenant, configured tenant based on the decisions made in the Architect state. Data load #2.	Airport and Sierra-Cedar (Shared)		Airport signoff on P1
Conduct Report Workshop	Report Workshop – Financials	One report workshop conducted on how to develop reports for Financials.	Sierra-Cedar	Airport	Airport signoff on Report Workshop
Code/Test	Developed Integrations – Financials	Integrations developed and unit tested for Financials.	Airport and Sierra-Cedar (Shared)		Airport signoff Integrations
Create Test Plan and Test Scenarios	Test Plan and Test Scenarios – Financials	Test plan will define testing, purposes, responsibilities,	Airport and Sierra-Cedar (Shared)		Airport signoff based on Workday Delivery

		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 Airport with test plans and scenarios from the Workday deployment guide as a starting point and facilitate the completion of these by the Airport.			Assurance signoff for Test Plan and Airport signoff on Test Scenarios
Build P2	Final Configuration Prototype – Financials	P2 – Starting with a copy of the City and County’s 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 Airport is responsible for validating its accuracy.	Airport and Sierra-Cedar (Shared)		Airport signoff on P2

7.4 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY TEST STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance 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 Airport security team validates security provisioning is in place for testers.	Sierra-Cedar	Airport	Airport signoff Smoke Tests results per agreed upon exist 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 multiple functions and third party integrations. Support from Sierra-Cedar will include answering questions on how	Airport	Sierra-Cedar (support)	Airport signoff End-to-End Testing results per agreed upon exit criteria

		transactions are processed as well as trouble shooting and correcting issues found.			
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7.5 WORKDAY ACCELERATED DEPLOYMENT METHODOLOGY DEPLOYMENT STAGE DELIVERABLES

Task	Deliverable	Description	Owner	Contributor	Acceptance Criteria
Build Production	Final Data Migration and Configuration – Financials	All configuration and data migrations for Financials are completed based on data load #4 (Production load). Validated by the Airport.	Airport and Sierra-Cedar (Shared)		Airport signoff on Gold Build
Complete Go-Live Checklist	Completed Go-Live Checklist – Financials	Workday Go-Live checklist completed with required information prior to Delivery Assurance Review for Financials.	Airport and Sierra-Cedar (Shared)		Airport signoff based on Workday Delivery Assurance signoff
Turnover System	Transition to Workday Production Support – Financials	Sierra-Cedar meets with Workday to transfer Client's deployments to the Workday Production Support Team for Financials in conjunction with the City and County transition.	Workday Delivery Assurance, the City and County, and the Airport (shared)	Sierra-Cedar	The City and County and Airport signoff based on Workday Delivery Assurance signoff

8. ROLES & RESPONSIBILITIES

8.1 AIRPORT RESOURCES

Based upon the scope and timeline, the following table describes the roles and responsibilities as well as the time allocations for the Airport 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 Airport Project Managers.

AIRPORT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)/ Executive Committee	<ul style="list-style-type: none"> 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 	2 to 3 persons at 5 - 10%

AIRPORT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> ▪ 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 	
Project Manager	<ul style="list-style-type: none"> ▪ Responsible for managing the project to completion ▪ Develops, manages, and maintains the Project Work Plan in partnership with Sierra-Cedar Project Managers and the City and County 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 50 - 100%
FUNCTIONAL		
Functional Lead – Financials	<ul style="list-style-type: none"> ▪ 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 Airport 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: <ul style="list-style-type: none"> - Communicates business requirements - Validates architecture and design - Identifies data to be converted - Map, cleanse, and validate data - Performs configuration - Tests business processes and configuration - Develops customer-specific training and documentation ▪ Reviews and updates reports gathered in the BPA and defines reporting requirements 	6 persons at 50% each: Financials including FDM, Financial Reporting, Budgets Procurement / Suppliers Grants Management Project Management / Customers Banking & Settlement Business Assets
Subject Matter Experts (SMEs) Financials	<ul style="list-style-type: none"> ▪ Resources representing agencies / areas of functional expertise 	Final subject matter expert allocation to

AIRPORT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> ■ Perform subject matter expert responsibilities such as: <ul style="list-style-type: none"> - 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 - Map, cleanse, and validate data - Test business processes and configuration (UAT) - Work with Sierra to develop customer-specific training and documentation - Provide functional knowledge and expertise on requirements - Participate in prototype workshops to understand Workday configuration and interfaces/integrations - Review and update reports gathered in the BPA 	<p>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</p>
Testing Lead	<ul style="list-style-type: none"> ■ Contributes to the Testing Strategy and Testing Plan (with support from Sierra-Cedar) ■ Coordinates all testing activities including the creation and execution of test scenarios ■ Define data to support each scenario/test step ■ Log all issues and record all results 	<p>1 person – 50% (starting in Configure and Prototype but primarily Test stage)</p>
Workday Application Security Administrator	<ul style="list-style-type: none"> ■ 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 	<p>1 to 2 persons – approx. 25% (all stages except planning)</p>
TECHNICAL		
Integration Developers	<ul style="list-style-type: none"> ■ Responsible for providing technical knowledge and expertise related to the Airport's integration requirements ■ Design, develop, and test integrations and reports ■ Validate that the customer's environment can support the integrations 	<p>1 to 2 persons – approx. 25% (all stages except planning)</p> <p>Workday Tools 1 person – approx. 25% (all stages except planning)</p>

AIRPORT ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
Data Migration Lead	<ul style="list-style-type: none"> ▪ Responsible for providing technical knowledge and expertise related to current systems used by the Airport. ▪ Assist with data mapping ▪ Build the data extraction programs from legacy systems ▪ Lead data validation activities 	1 to 2 persons at approx. 50%
REPORTING		
Report Developers	<ul style="list-style-type: none"> ▪ Develop and test custom reports in accordance with functional requirements 	1 to 2 persons at 25 - 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 Airport to manage the allocations of resources as needed to support project needs.

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
LEADERSHIP & MANAGEMENT		
Executive Sponsor(s)	<ul style="list-style-type: none"> ▪ 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 ▪ Maintains an ongoing relationship with the customer's executive contacts 	1 person – As needed
Project Manager	<ul style="list-style-type: none"> ▪ 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 Work Plan in partnership with Sierra-Cedar Project Managers and the City and County Project Manager ▪ Performs financial management across the project ▪ Manages the project issues, risks and key decision log ▪ Sets priorities and deadlines and evaluates milestones 	1 person at 50% - this would be a different resource than the City and County's

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> ▪ 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 	
Functional		
Solution Architects	<ul style="list-style-type: none"> ▪ 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 persons at 10% - 20%
Principal Consultant	<ul style="list-style-type: none"> ▪ Responsible for working with the Airport to design business processes ▪ Gathers functional and reporting requirements ▪ Support client mapping 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 / Banking / Business Assets: 1 person at 25% Procurement / Supplier Accounts: 1 person at 35% Customer Accounts / Projects / Grants: 1 person at 30%
Technical		
Integration Architect	<p>The Integration Architect is responsible for the overall strategy, design and development of the Workday integrations.</p> <p>Responsibilities include the following:</p> <ul style="list-style-type: none"> ▪ 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 and keep integration tracker updated ▪ 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. 	1 person at 5%

SIERRA-CEDAR ROLE	RESPONSIBILITIES	ESTIMATED RESOURCES
	<ul style="list-style-type: none"> ▪ Provide guidance to integration consultants and Airport 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 Airport integration team members. 	
Integration Consultants	<p>Works with the Team Sierra-Cedar functional consultants and the Airport Development team and Subject Matter Experts to gather and document integration requirements.</p> <p>Responsibilities include the following:</p> <ul style="list-style-type: none"> ▪ 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 Airport with the development and testing of integrations assigned to the Airport. ▪ Work with the Airport team to resolve issues. ▪ Provide knowledge transfer to the Airport integration team members. 	<p>1 person at 25% for integrations</p> <p>1 person 15% for reporting</p>
Data Migration Consultant	<ul style="list-style-type: none"> ▪ Responsible for migrating customer data into Workday ▪ Resolves data related issues during conversions 	1 person at 25% for data

8.3. ASSUMPTIONS – RESOURCES

- The Airport and Sierra-Cedar will dedicate a sufficient number of its best-suited internal resources to the project in accordance with the resource requirements outlined above in sections 8.1 and 8.2.
- The Airport's functional and technical staff will be committed to the project in accordance with the resource requirements outlined above in section 8.1 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 above in section 8.2.
- The Airport project personnel will participate in accordance with time allocation stated in this statement of work and the Airport will make all good faith efforts to maintain their assignment to the project as long as they remain active employees, and as consistent with Airport human resources policies and procedures.

- 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 Airport 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 Airport or Sierra-Cedar resources that negatively impacts the project may require replacement of said resources. The Airport 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 Airport's offices, Sierra-Cedar's Solution Center and remotely.
- The Airport will provide Sierra-Cedar consultants with reasonable facility access in compliance with Airport badging requirements, working space, equipment and office support.
- The Airport 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 Airport with fees to be paid at set milestones as defined in Section 9.2, Fees & Payment Schedule. Provided that the Airport complies with its obligations hereunder, Sierra-Cedar will complete the work defined in this Statement of Work for a fixed price amount of **\$1,300,000**.

This priced is based on the following items where consulting services are required to execute the differences between the Airport and the City and County. These differences will be handled by a separate consulting team than the City and County's.

Project Management – 50% time for the duration of the project.

Data Migration – Four separate tenant loads as the Airport data is being extracted from a different legacy system and will require its own mapping, cleansing, loading, validating, and testing.

Integrations / Reports – The Airport has separate integrations and reports that aren't a part of the City and County SOW.

Functional Consulting – In section 5 detailed scope, the business processes for the Airport are listed that will need consulting services to design, configure, and test throughout the project to meet the needs of the Airport. The differences in business processes by area are broken down in the table below. The table is being included to provide the Airport with information on the percentage of configuration required for Denver specifics when utilizing the City and County business processes.

Functional Area	% of BP's Requiring DEN Config
Banking and Settlement	13.33%
Budgets	50.00%
Business Assets	16.67%
Customer Accounts	100.00%
Financial Accounting	28.57%
Grants	83.33%
Procurement	65.00%
Projects	60.00%
Supplier Accounts	80.95%
Grand Total	58.10%

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 expenses are included in the rate of the fixed fee agreement. The Airport will not be charged for any additional expenses unless any individual Sierra-Cedar resource is required onsite more than 50% of the time. If this occurs, the schedule will need to be verified for acceptance and actual expenses for the resource will be pre-approved by the Airport and invoiced to the Airport 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
Financials High Level Plan Financials Initial Deployment Data Gathering Workbook Financials P0 Tenant Delivered Financials Project Kickoff Financials Stage 1 Complete	May-16	\$ 105,000.00
Financials Functional Scope Confirmation Financials Architect Business Processes and Roles	Jun-16	\$ 105,000.00
Financials Configuration Design Financials Integration Scope Confirmation Financials Architect Major Functionality	Jul-16	\$ 105,000.00
Financials Configuration Design Signoff Financials Stage 2 Complete	Aug-16	\$ 105,000.00
Financials for the Airport Added to CCD Tenant Management Plan Financials P1 Tenant Delivered	Sep-16	\$ 105,000.00

DELIVERABLE(S)/MILESTONE(S)	MONTH COMPLETED	AMOUNT
Financials P1 Configuration Walkthrough Financials Integrations Design Financials Report Workshop Delivered	Oct-16	\$ 105,000.00
Financials Test Plan - Template Provided Financials Integration Design Signoff	Nov-16	\$ 105,000.00
Financials Configuration Complete and Tested Financials Test Scenarios - Template Provided	Dec-16	\$ 105,000.00
Financials Functional Configuration Signoff Financials Stage 3 Completed Financials P2 Delivered	Jan-17	\$ 105,000.00
Financials Smoke Testing Completed Financials Integration Development Complete and Tested	Feb-17	\$ 105,000.00
Financials End to End Testing Completed Financials Integration Development Signoff	Mar-17	\$ 105,000.00
Financials Stage 4 Completed	Apr-17	\$ 105,000.00
Financials Cutover to Production	May-17	\$ 40,000.00
Financials Transition to Workday Production Support	Jun-17	NA
Total		\$ 1,300,00.00

10. OPTIONAL SERVICES

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

There are no applicable optional services for the Airport at this time.

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, the Airport 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 Airport 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 an Airport 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 Airport.
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 Airport 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:	<u>Sierra-Cedar</u>
STATEMENT OF WORK REFERENCE NUMBER:	<u>Sierra-Cedar</u>
REQUEST SUBMITTED BY:	____, _____, <u>Sierra-Cedar</u>
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

CLIENT

Sierra-Cedar, Inc.

Denver International Airport

By:

By:

Name:

Name:

Title:

Title:

Date:

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 – AIRPORT AUTHORIZED ACCEPTANCE APPROVERS

Agency	Name	Title	Role
Denver International Airport	George Karayiannakis	Senior Finance Manager	Project Manager
	Greg Hegarty	SVP, Business Operations	Project Team Member
	Kelan Pape	Technologies Director	Project Team Member
	Juan Lucero	Technologies Director	Project Team Member
	Robert Kastelitz	SVP, Chief Information Officer	Project Team Member
	Gisela Shanahan	EVP, Chief Financial Officer	Executive Sponsor

APPENDIX D – SAMPLE APPROVAL OF ACCEPTANCE

Acceptance Certificate

Airport: Denver International Airport
Project: Financial Workday Deployment Project (AMS Replacement)
Initiated by: _____

Date:

Milestone Reference:

Type: Final

Description:

The above _____ has been reviewed by the Airport 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 Airport.

_____ Airport Agency Representative	_____ Date
_____ Airport Agency Representative	_____ Date
_____ Airport Agency Project Sponsor	_____ Date
_____ Airport Technology Services Project Sponsor	_____ Date
_____ Airport Project Manager	_____ Date
_____ Sierra-Cedar Project Manager	_____ Date