

**SERVICES AGREEMENT
BETWEEN
THE CITY OF LEE'S SUMMIT
AND
AVAAP USA LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below between the City of Lee's Summit, a Missouri municipal corporation (the "City"), and Avaap USA LLC, a limited liability company (the "Contractor"). The City and the Contractor are sometimes referred to individually as the "Party" and collectively as the "Parties".

RECITALS

A. The City issued a Request for Proposals, RFP #2024-005 "**Enterprise Resource Planning (ERP) Software and Implementation**" (the "RFP"), a copy of which is on file with the Purchasing Division and incorporated herein by reference, seeking proposals from Contractors to provide Software, and services necessary for data conversion, implementation, configuration, testing and training (the "Services").

B. The Contractor responded to the RFP by submitting a proposal (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for the Services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Contractor hereby agree as follows:

1. Recitals. The recitals set forth above and incorporated into this Agreement by reference and shall constitute a part of this Agreement.
2. Term of Agreement. Initial Term. This Agreement shall be effective from the Effective Date, and remain in full force and effect as long as there is an active Statement of Work.
3. Scope of Work. Contractor shall provide the Services as set forth in the Scope of Work, attached hereto as Exhibit B and incorporated herein by reference.
4. Compensation. The City shall pay Contractor an amount for the Services at the rates set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference. The Contractor shall not commence any billable work or provide any Materials or Services under this Agreement until the Contractor receives an executed purchase order from the City.
5. Payments. The City shall pay the Contractor at a frequency that will be negotiated and agreed to by both parties, based upon work performed and completed to date, and upon submission and approval of invoices. All invoices shall document and itemize all work completed to date, and shall include the Purchase Order number authorizing the transaction, if applicable, and shall be delivered to the City Accounts Payable address indicated on the face of the Purchase Order or email to ap@cityofls.net, unless otherwise specified. Each invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment. All transportation charges must be prepaid by the Contractor. If invoice is subject to a quick payment discount, the discount period will be calculated from the date of receipt of the claim Service or the/ Materials or the invoice, whichever is later.

5.1 Invoices will be sent to the City monthly. For Time & Materials projects, the City agrees to pay all invoices by check within thirty (30) days of date of the invoice. Invoices for Fixed Fee project work are due upon receipt.

5.2 The City agrees to immediately bring to Contractor's attention any discrepancy in the invoice upon

receipt.

5.3 Invoice discrepancies will not be accepted and will be deemed waived after ten (10) working days from the City's receipt.

5.4 Contractor is not responsible for any fees associated with the processing or remittance of submitted invoices by third parties on the City's behalf, and the City shall reimburse Contractor for any fees assessed against Contractor.

6. Documents. Upon full payment from the City, Contractor grants City a perpetual, non-exclusive, limited license to use the Service Deliverables subject to the applicable Statement of Work only for the internal business of the City for the purposes indicated in the Statement of Work. Contractor retains exclusive ownership of all Intellectual Property Rights for the Services, Service Deliverables and any modifications of the Service Deliverables, including, without limitation, any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by the City, and the City shall not acquire any rights, express or implied, other than the limited license indicated above. Without limiting the foregoing, if the Services include Avaap Materials, including, without limitation, education and training materials, Contractor retains exclusive ownership of all Intellectual Property Rights to the Avaap Materials and courseware (software, documentation and materials) provided to the City and such materials are licensed and not assigned to the City on the same terms as the Service Deliverables. Training sessions, meetings/conferences (virtual or in-person), and calls may not be recorded by the City without Contractor's prior written consent.

7. For the purposes of Sections 7, 11, and 12, the following terms are defined as follows:

- A. "Avaap Materials" means all documentation, materials, methodologies, techniques, ideas, concepts, trade secrets and know-how embodied in the Service Deliverables or developed or supplied in connection with the Service Deliverables.
- B. "Intellectual Property Rights" means all copyrights, patent rights, confidentiality rights, trade secret rights, trademark rights, and any other form of intellectual property rights existing as of the Effective Date or created in the future.
- C. "Services" meaning training, implementation, development, consulting, customization, staff augmentation, or any other consulting services provided by Contractor under this Agreement and detailed in a Statement of Work.
- D. "Service Deliverable" means specific work product to be delivered to the City and identified in a Statement of Work, including but not limited to: configuration, processes, workflow, security roles, integrations, and reports.

All documents, including any intellectual property rights thereto, prepared and submitted to the City pursuant to this Agreement shall be the property of the City.

8. Contractor Personnel. Contractor shall provide adequate, experienced personnel, capable of and devoted to the successful performance of the Services under this Agreement. Contractor agrees to assign specific individuals to key positions ("Key Personnel"), as documented in the SOW. If deemed qualified, the Contractor is encouraged to hire City residents to fill vacant positions at all levels. Contractor agrees that, upon commencement of the Services to be performed under this Agreement, Key Personnel shall not be removed or replaced without prior written notice to the City. If Key Personnel are not available to perform the Services for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Contractor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel possessing substantially equal ability and qualifications.

9. Inspection; Acceptance. With the exception of "Avaap Materials", all work and services shall be subject to inspection and acceptance by the City at reasonable times during Contractor's performance. The Contractor shall provide and maintain a self-inspection system that is acceptable to the City.

10. Licenses; Materials. Contractor shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor. The City has no obligation to provide Contractor, its employees, or subcontractors any business registrations or licenses required to perform the specific services set forth in this Agreement. The City has no obligation to provide tools, equipment or material to Contractor.

11. Performance Warranty. Contractor warrants that it shall perform the Services in a professional and workmanlike manner with reasonable skill and care. Contractor warrants that at the time of Services delivery and for thirty (30) days thereafter (the "Warranty Period"), the corresponding Service Deliverables shall materially conform to the applicable specifications set forth in the applicable SOW (the "Services Warranty"). The foregoing warranty shall not apply to the extent any Service Deliverables are modified by anyone other than Contractor after delivery.

Contractor may offer, install, implement or configure third-party products (meaning items such as, but not limited to, hardware, software and subscription services) as part of the Services. Title to any third-party software or subscription services technology will remain with the third party, and the City's rights in such software or subscription services are specified in the license agreement, subscription agreement or other contractual relationship between such third party and the City. The City acknowledges that Contractor is not the manufacturer, licensor or owner of the third-party products and that the only warranties offered are those of the third party, not Contractor. In purchasing, licensing or subscribing to third party products, the City relies on the third party's specifications and warranties only and not on any statements, images or other information that may be provided by Contractor, and Contractor shall have no liability whatsoever for third party products, including, without limitation, any defects or non-conformity of such products. The City further agrees to review and comply with the third party's terms and restrictions regarding the use of its products, including, without limitation, any restrictions on exporting the third-party products outside of the United States.

The specifications for Service Deliverables shall be described in each SOW. In the event that the City notifies Contractor in writing of a breach of the Services Warranty within the Warranty Period, Contractor will perform a commercially reasonable re-work of the Service Deliverable not meeting specifications at no additional charge within the Cure Period (as defined herein). "Cure Period" means a period of thirty (30) days from the date Contractor receives the notice from the City. In the event that Contractor is unable to reasonably remedy the breach within the Cure Period, Contractor shall refund to the City the amounts paid by the City for the applicable Service Deliverables which fail to conform to the Services Warranty. The remedies set forth herein are the sole remedies available to the City, except where the breach of warranty constitutes a material breach of this Agreement, then the City may elect to terminate this Agreement in accordance with the Section 19 (Term and Termination).

EXCEPT FOR THE LIMITED WARRANTY PROVIDED ABOVE WITH RESPECT TO THE SERVICES AND SERVICE DELIVERABLES, CONTRACTOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE SERVICES, SERVICE DELIVERABLES OR THIRD-PARTY PRODUCTS AND EXPRESSLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

12.1 Indemnification and Limitation of Liability. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, and director thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, fines, penalties, judgments, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever (collectively "Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the intentional, reckless, or negligent acts, misconduct, errors, directives, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor or person for which Contractor may be legally liable in the performance of this Agreement.

The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting

the scope of the indemnity in this Section.

12.2 Contractor shall defend, indemnify, hold harmless the City from and against all third-party claims, demands, liabilities, costs and/or expenses, including reasonable attorneys' fees, based on a claim that the Service Deliverables, as provided by Contractor, directly infringe any valid U.S. patent, copyright, trademark, or trade secret of a third party.

The foregoing indemnification obligation is conditioned on the City (i) notifying Contractor promptly in writing of such action, (ii) reasonably cooperating and assisting in such defense, and (iii) giving sole control of the defense and any related settlement negotiations to Contractor with the understanding that Contractor may not settle any claim in a manner that admits guilt or otherwise prejudices the City, without consent, which consent shall not be unreasonably withheld, conditioned, or delayed. If a claim against the City is brought or, in the City's sole opinion, is likely to be brought, Contractor may, at its option and expense, (A) obtain the right for the City to continue using the Service Deliverable; (B) replace or modify the affected Service Deliverables so that they become non-infringing; or (C), upon notice to the City, terminate the applicable Statement of Work or the City's use of the affected Service Deliverable and provide the City with a refund for the affected Service Deliverable.

The foregoing indemnification obligation does not apply to third party products or with respect to portions or components of the Service Deliverables: (i) that are modified after delivery by Contractor by a party not authorized by Contractor; (ii) that are combined with other products, processes or materials not provided by Contractor where the alleged infringement arises out of such combination; (iii) that are used or distributed by the City outside of their intended purpose; (iv) to the extent that any such infringement claim is attributable to specifications furnished by the City; or (v) where the City continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement.

This Section 12.2 states Contractor's sole liability to the City and the City's exclusive remedy against the Contractor for any infringement claim.

12.3 OTHER THAN FOR INDEMNIFICATION BY CONTRACTOR FOR INFRINGEMENT AS PROVIDED ABOVE, OR FOR BODILY INJURY OR DIRECT DAMAGE TO REAL OR TANGIBLE PERSONAL PROPERTY TO THE EXTENT CAUSED BY CONTRACTOR'S GROSS NEGLIGENCE, WILLFUL OR RECKLESS MISCONDUCT, AND/OR FRAUD, CONTRACTOR AND ITS SUBCONTRACTORS' AGGREGATE AND CUMULATIVE LIABILITY FOR DAMAGES TO THE CITY HEREUNDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO ACTUAL DIRECT MONEY DAMAGES IN AN AMOUNT NOT TO EXCEED THE FEES PAID OR OWED BY THE CITY UNDER THE APPLICABLE SOW FOR THE SERVICES IN THE SIX (6) MONTH PERIOD PRIOR TO THE FIRST EVENT GIVING RISE TO THE CORRESPONDING DAMAGE CLAIM. THE PARTIES SHALL EACH USE REASONABLE EFFORTS TO MITIGATE THEIR DAMAGES. THESE LIMITATIONS ARE REASONABLE AND REPRESENT THE AGREED ALLOCATION OF RISK BY THE PARTIES.

UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO CLIENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF PROFITS, LOSS OF DATA OR LOSS OF USE OF DATA, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR OTHERWISE, AND EVEN IF THE CITY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSS.

13. Insurance.

13.1 General.

- A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Missouri, with an AM Best, Inc. rating of A or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.
- B. No Representation of Coverage Adequacy. The City reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement, but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to

identify any insurance deficiency shall not relieve Contractor from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

- C. Additional Insured. All insurance coverage and self-insured retention or deductible portions, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name and endorse, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees as Additional Insured as specified under the respective coverage sections of this Agreement.
- D. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed and formally accepted by the City, unless specified otherwise in this Agreement.
- E. Primary Insurance. Contractor's insurance shall be, or be endorsed to indicate, its primary, non-contributory insurance with respect to performance of this Agreement and in the protection of the City as an Additional Insured. Such coverage shall be at least as broad as ISO CG 20 01 04 13.
- F. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for six (6) years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance citing applicable coverage is in force and contains the provisions as required herein for the six-year period.
- G. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Contractor. Contractor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement.
- H. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to the City. Contractor shall be solely responsible for any such deductible or self-insured retention amount.
- I. Automatic Escalator. The limits of liability for each policy coverage amount stated above shall be automatically adjusted upward as necessary to remain at all times not less than the maximum amount of liability set forth in Section 537.610 RSMo. applicable to political subdivisions pursuant to 537.600; provided that nothing herein or in any such policy shall be deemed to waive the City's sovereign immunity. The statutory waiver of sovereign immunity for 2020 is \$2,905,664 for all claims arising out of a single accident or occurrence.
- J. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall either cover all sub-contractors in the Contractor's liability insurance policy or execute written agreements with its subcontractors containing the indemnification provisions set forth in this Section and insurance requirements set forth herein protecting the City and Contractor. Contractor shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.
- K. Notice of Claim. Contractor shall upon receipt of notice of any claim in connection with this Agreement promptly notify the City, providing full details thereof, including an estimate of the amount of loss or liability. Contractor shall also promptly notify the City of any reduction in limits of protection afforded under any policy listed in the certificate(s) of insurance in an amount such that the policy aggregate becomes less than the current statutory waiver of sovereign immunity, regardless of whether such impairment is a result of this Agreement. A breach of this provision is a material breach of the Agreement.

Evidence of Insurance. Prior to commencing any work or services under this Agreement, Contractor will provide the City with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by Contractor's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions and limits of coverage specified in this Agreement and that such coverage and provisions are in full force and effect. The City may reasonably rely upon the certificates of

insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, Contractor shall forward renewal certificates and declaration page(s) to the City thirty (30) days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing number and title of this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without a reference to this Agreement, as applicable, will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

- (1) The City, its agents, representatives, officers, directors, officials and employees are Additional Insureds as follows:
 - (a) Commercial General Liability – Under Insurance Services Office, Inc., (“ISO”) Form CG 20 10 03 97 and CG 20 37 07 04, or their equivalents.
 - (b) Auto Liability – Under ISO Form CA 20 48 or equivalent.
 - (c) Excess Liability – Follow Form to underlying insurance.
- (2) Contractor’s insurance shall be primary, non-contributory insurance with respect to performance of the Agreement.
- (3) All policies, except for Professional Liability, including Workers’ Compensation, waive rights of recovery (subrogation) against City, its agents, representatives, officers, officials and employees for any claims arising out of work or services performed by Contractor under this Agreement.
- (4) ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

All Certificates of Insurance shall name the City of Lee’s Summit as the certificate holder and send the certificate and any endorsements to:

City of Lee's Summit
Attn: Procurement and Contract Services
220 S.E. Green Street
Lee's Summit, MO 64063 -2358

- L. Endorsements. Contractor shall provide the City with the necessary endorsements to ensure City is provided the insurance coverage set forth in this Subsection.

13.2 Required Insurance Coverage.

- A. Commercial General Liability. Contractor shall maintain “occurrence” form Commercial General Liability insurance with an unimpaired limit of not less than \$3,000,000 for each occurrence, \$3,000,000 Products and Completed Operations Annual Aggregate and a \$3,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, bodily injury, personal injury and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 01 93 or equivalent thereof, including but not limited to, separation of insured’s clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, officials and employees shall be endorsed as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement forms CG 20 10 03 97 and CG 20 37 07 04, or their equivalents, which shall read “Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.” The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

- B. Vehicle Liability. Contractor shall maintain Business Automobile Liability insurance with an unimpaired limit of \$1,000,000 each occurrence on Contractor's owned, hired and non-owned vehicles assigned to or used in the performance of the Contractor's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, the City, its agents, representatives, officers, directors, officials and employees shall be endorsed as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees. If any Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.
- C. Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over Contractor's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance with an unimpaired limit of not less than \$500,000 for each accident, \$500,000 disease for each employee and \$1,000,000 disease policy limit. The policy shall contain an endorsement waiving rights of recovery (subrogation) against the City, its agents, representatives, officials, officers and employees.
- D. Cyber Liability Insurance. If this Agreement is the subject of any services or work involving the City's information technology structure, or if Contractor engages in any services or work in any way related to performing work involving the City's information technology structure under this Agreement, Contractor shall maintain Cyber Liability insurance with limits not less than \$3,000,000 per occurrence or claim, \$3,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

13.3 Cancellation and Expiration Notice. Insurance required herein shall not expire, be canceled, or be materially changed without thirty (30) days' prior written notice to the City.

14. Termination; Cancellation.

- 14.1 For City's Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Contractor of written notice by the City. The Notice of Termination shall specify the effective date of termination, which shall be not less than twenty (20) calendar days from the date the notice is personally delivered or twenty-five (25) days from the date the Notice of Termination is sent by another method. Upon termination for convenience, Contractor shall be paid, for all undisputed materials or services that were delivered prior to the termination date. The City shall also be responsible for any reasonable and documented additional costs or expenses incurred by Contractor as a result of such termination.
- 14.2 For Cause. If either Party fails to perform any obligation pursuant to this Agreement and such Party fails to cure its nonperformance within thirty (30) calendar days after notice of nonperformance is given by the non-defaulting Party, such Party will be in default. In the event of such default, the non-defaulting Party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting Party's nonperformance is such that it cannot reasonably be cured within thirty (30) calendar days, then the defaulting Party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting Party immediately (1) provides written notice to the non-defaulting Party and (2) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed ninety (90) calendar days. In the event of

such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

The City shall have the right to declare the Contractor in default for the following reasons, which set forth examples, but are not the only reasons the Contractor may be declared in default:

1. Upon a breach by the Contractor of a material term or condition of this Agreement, including unsatisfactory performance of the services after exhaustion of the dispute resolution mechanisms in either Section 11 of this Agreement or any Statement of Work;
2. Upon insolvency or the commencement of any proceeding by or against the Contractor, either voluntarily or involuntarily, under the Bankruptcy Code or relating to the insolvency, receivership, liquidation, or composition of the Contractor for the benefit of creditors;
3. If the Contractor refuses or fails to proceed with the services under the Agreement;
4. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are indicted or convicted after execution of the Agreement under any state or federal law of any of the following:
 - a. a criminal offense incident to obtaining or attempting to obtain or performing a public or private Agreement;
 - b. fraud, embezzlement, theft, bribery, forgery, falsification, or destruction of records, or receiving stolen property;
 - c. a criminal violation of any state or federal antitrust law;
 - d. violation of the Racketeer Influence and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of proposals or proposals for a public or private Agreement;
 - e. conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any statute described in subparagraph (d) above; or
 - f. an offense indicating a lack of business integrity that seriously and directly affects responsibility as a City contractor.
5. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities are subject to a judgment of civil liability under any state or federal antitrust law for acts or omissions in connection with the submission of bids or proposals for a public or private Agreement; or
6. If the Contractor or any of its officers, directors, partners, five percent (5%) or greater shareholders, principals, or other employee or person substantially involved in its activities makes or causes to be made any false, deceptive, or fraudulent material statement, or fail to make a required material statement in any bid, proposal, or application for City or other government work.

14.3 Gratuities. The City may, by written notice to the Contractor, cancel this Agreement if it is found by the City that gratuities, in the form of economic opportunity, future employment, entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer, agent or employee of the City for the purpose of securing this Agreement. In the event this Agreement is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover and withhold from the Contractor an amount equal to 150% of the gratuity.

14.4 Agreement Subject to Appropriation. The City is obligated only to pay its obligations set forth in the Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during the City's then current fiscal year. The City's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of the City concerning budgeted purposes and appropriation of funds. Should the City elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and the City shall be relieved of any subsequent obligation under this Agreement. The Parties agree that the City has no obligation or duty of good faith to budget or appropriate the payment of the City's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal

year in which the Agreement is executed and delivered. The City shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. The City shall keep Contractor informed as to the availability of funds for this Agreement. The obligation of the City to make any payment pursuant to this Agreement is not a general obligation or indebtedness of the City. Contractor hereby waives any and all rights to bring any claim against the City from or relating in any way to the City's termination of this Agreement pursuant to this section.

14.5 Conflict of Interest. No salaried officer or employee of the City and no member of the City Council shall have a financial interest, direct or indirect, in this Agreement, and any violation of this provision renders the Agreement void. The parties shall comply with all federal conflict of interest statutes and regulations, and all applicable provisions of Sections 105.450, *et. seq.* RSMo. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Services to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement no person having such interest shall be employed.

15. Miscellaneous.

15.1 Independent Contractor. It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor acknowledges and agrees that all services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Contractor, its employees and subcontractors are not entitled to workers' compensation benefits from the City. The City does not have the authority to supervise or control the actual work of Contractor, its employees or subcontractors. Contractor is neither prohibited from entering into other Agreements nor prohibited from practicing its profession elsewhere. City and Contractor do not intend to nor will they combine business operations under this Agreement.

15.2 Applicable Law; Venue. This Agreement shall be governed by the laws of the State of Missouri, and a suit pertaining to this Agreement may be brought only in courts in eastern Jackson County, Missouri. The Parties expressly and irrevocably consent to the exclusive jurisdiction and venue of such courts and expressly waive the right to transfer or remove any such action.

15.3 Laws and Regulations. Contractor shall comply with all federal, state, and local laws, regulations, and ordinances applicable to its performance under this Agreement. The Contractor shall include similar requirements of all subcontractors in Agreements entered for performance of Contractor's obligations under this Agreement. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws applicable to its performance under this Agreement, including, but not limited to, the following: (1) existing and future City and County ordinances and regulations; (2) existing and future State and Federal laws and regulations; and (3) existing and future Occupational Safety and Health Administration standards.

15.4 Amendments. This Agreement may be modified only by a written amendment signed by persons duly authorized to enter into Agreements on behalf of the City and the Contractor.

15.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement will promptly be physically amended to make such insertion or correction.

15.6 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a Court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

15.7 Entire Agreement; Interpretation; Parol Evidence. This Agreement represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into

prior to this Agreement are hereby revoked and superseded by this Agreement. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this Agreement. This Agreement shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the Party drafting the Agreement. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Agreement.

- 15.8 Assignment; Delegation. No right or interest in this Agreement shall be assigned or delegated by Contractor without prior, written permission of the City, signed by the City Manager provided, however, that the foregoing shall not apply to an assignment by Contractor to a subsidiary, parent, or any successor entity in the event that such Contractor shall change its corporate name, merge, or consolidate with another company or such third party acquires substantially all of Contractor's business or assets. Any attempted assignment or delegation by Contractor in violation of this provision shall be a breach of this Agreement by Contractor. The requirements of this Agreement are binding upon the heirs, executors, administrators, successors, and assigns of both Parties.
- 15.9 Subcontracts. No subcontract shall be entered into by the Contractor with any other Party to furnish any of the material or services specified herein without the prior written and signed approval of the City. The Contractor is responsible for performance under this Agreement whether or not subcontractors are used. Failure to pay subcontractors in a timely manner pursuant to any subcontract shall be a material breach of this Agreement by Contractor.
- 15.10 Rights and Remedies. No provision in this Agreement shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of this Agreement. The failure of the City to insist upon the strict performance of any term or condition of this Agreement or to exercise or delay the exercise of any right or remedy provided in this Agreement, or by law, or the City's acceptance of and payment for services, shall not release the Contractor from any responsibilities or obligations imposed by this Agreement or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of this Agreement.
- 15.11 Offset for Damages. In addition to all other remedies at law or equity, the City may offset from any money due to the Contractor any amounts Contractor owes to the City for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.
- 15.12 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the Party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the City: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: Procurement and Contract Services

With copy to: City of Lee's Summit
220 SE Green St
Lee's Summit, Missouri 64063
Attn: City Attorney's Office

If to Contractor: Avaap USA LLC
1400 Goodale Boulevard, Suite 100
Columbus, OH 43212
Attn: Legal

With a copy by email to Legal@avaap.com

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (1) when delivered to the Party, (2) three (3) business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

15.13 Force Majeure. The Parties shall be excused from performance during the time and to the extent that they are prevented from obtaining, delivering, or performing for reasons beyond the Parties' reasonable control, including without limitation, by act of God, public health emergency, natural disaster fire, strike, loss or shortage of transportation facilities, lock-out, commandeering of materials, products, plants or facilities by the government, and any other events or circumstances beyond the reasonable control of the party, when satisfactory evidence is presented to the City, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the Party not performing.

15.14 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of ensuring that information contained in its records or obtained from the City or from others in carrying out its obligations under this Agreement shall not be used or disclosed by it, its agents, officers, or employees, except as required to perform Contractor's duties under this Agreement. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under this Agreement. Contractor shall ensure its subcontractors are aware of and comply with this provision.

15.15 Information Technology

a. Limited Access. If necessary for the fulfillment of the Agreement, the City may provide the Contractor with non-exclusive, limited access to the City's information technology infrastructure. The Contractor understands and agrees to abide by all the City policies, standards, regulations and restrictions regarding access and usage of the City's information technology infrastructure. The Contractor shall enforce all such policies, standards, regulations and restrictions with all the Contractor's employees, agents or any tier of subcontractor granted access in the performance of this Agreement, and shall be granted and authorize only such access as may be necessary for the purpose of fulfilling the requirements of the Agreement.

b. Data Confidentiality: All data, regardless of form, including originals, images and reproductions, prepared by, obtained by or transmitted to the Contractor in connection with this Agreement is confidential, proprietary information owned by the City. Except as specifically provided in this Agreement, the Contractor shall not, without the prior, written consent of the City Manager or authorized designee, (A) disclose data generated in the performance of the Services to any third party or (B) use City data or information, or (C) sell City data or information.

c. Data Security. Personal identifying information, financial account information, or restricted City information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, the Contractor must encrypt and/or password-protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices. When personal identifying information, financial account information, or restricted City information, regardless of its format, is no longer necessary or this Agreement is terminated (whichever occurs first), the information must be redacted or destroyed through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed. Before the information discussed in this subsection is destroyed, the Contractor shall send a copy of such information to the City in a format specified by the City.

d. Hosting Location. Should the services associated with this contract include data and or server hosting, the location of the hosting facilities will be communicated to the City. The City desires not have hosting services outside of the continental United States.

e. Compromised Security. In the event that data collected or obtained by the Contractor in connection with this Agreement is believed to have been compromised, the Contractor shall notify the City Manager, or authorized designee, immediately. The Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

f. Permitted Access. The Contractor's employees, agents and subcontractors must receive prior, written approval from the City before being granted access to the City's information technology infrastructure and data and the City, in its sole determination, shall determine accessibility and limitations thereto. The Contractor agrees that the requirements of this Section shall be incorporated into all subcontractor/subcontractor Agreements entered into by the Contractor. It is further agreed that a violation of this Section shall be deemed to cause irreparable harm that justifies injunctive relief in court. A violation of this Section may result in immediate termination of this Agreement without notice.

g. Cessation of Operation or Support. If Contractor ceases to operate, ends support of, or otherwise divests its interest in the software and materials for which it is contracted by the City and does not assign its service obligations according to these Terms and Conditions, the Contractor shall provide the City a copy of current source code. The City agrees it shall only use the source code to support its internal use of the software.

h. Disengagement. In the event the Agreement is terminated by either party, Contractor agrees to confer back to the City all of its data, in usable and normalized format, within 30 calendar days of notice of termination. There shall be no charge for the return of City data to the City.

i. Survival. The obligations of the Contractor under this Section shall survive the termination of this Agreement.

- 15.16 Work Authorization/E-verify. Pursuant § 285.530, RSMo., if Agreement exceeds five thousand dollars (\$5,000.00), Contractor warrants and affirms to the City that (i) Contractor is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and (ii) Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Contractor shall swear to and sign an affidavit declaring such affirmation, and provide the City with supporting documentation of its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The required documentation must be from the federal work authorization program provider (e.g. the electronic signature page from the E-Verify program's Memorandum of Understanding); a letter from Contractor reciting compliance is not sufficient.

- 15.17 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, the Scope of Work, any City-approved Purchase Order or Work Order, the Fee Proposal, the RFP and the Contractor's Proposal, the documents shall govern in the order listed herein.

Notwithstanding the foregoing, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement (collectively, the "Unauthorized Conditions"), other than the City's project-specific quantities, configurations or delivery dates, are expressly declared void and shall be of no force and effect. Acceptance by the City of any invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement. If the Agreement is renewed pursuant to Section 1 above and such renewal includes any conflicting terms, other than price, those terms will be null and void unless amended as set forth in this Agreement.

- 15.18 Non-Exclusive Agreement. This Agreement is entered into with the understanding and agreement that it is for the sole convenience of the City. The City reserves the right to obtain like goods and services from another source when necessary.

- 15.21 Time of the Essence. Time is of the essence as to the obligations and responsibilities of both parties under this Agreement and under applicable Statement(s) of Work. Unless otherwise specifically provided, any consent to delay in a Party's performance of its obligation is applicable only to the particular transaction to which it relates, and is not applicable to any other obligation or transaction.

15.22 Signatory Authority. Each person signing this Agreement represents that such person has the requisite authority to execute this Agreement on behalf of the entity the person represents and that all necessary formalities have been met.

15.23 E-Signature and Counterparts. The Parties agree that this Agreement may be signed in two or more counterparts and/or signed electronically, and all such counterparts together shall constitute one and the same Agreement; such signatures shall bind the signing party in the same manner as if a handwritten signature had been delivered.

15.24 Anti-Discrimination Against Israel Act. If this Agreement has a total potential value of \$100,000 or more and Contractor has 10 or more employees, the following applies. Pursuant to Section 34.600, RSMo and to the fullest extent permitted by law, Contractor certifies that Contractor is not engaged in a boycott of Israel as of the Effective Date of this Agreement, and agrees for the duration of this Agreement to not engage in a boycott of Israel as defined in Section 34.600, RSMo

15.25 Special Provisions. All city data, regardless of where it is stored remains the property of the City. At the conclusion of any contract, the City's data shall be provided to the City in a standard database export format.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date the City Manager, or the City Manager's designee, executes the Agreement ("Effective Date").

CITY OF LEE'S SUMMIT

AVAAP USA LLC

Mark Dunning, City Manager Date

By _____

Print Name _____

ATTEST:

Title _____

Trisha Fowler Arcuri, City Clerk

APPROVED AS TO FORM:

Edward Rucker, Chief Counsel of Management and Operations



Statement of Work

Workday Implementation Services for Enterprise Resource Planning System

Draft – As of March 26, 2024

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Draft Statement of Work

Statement of Work

This Statement of Work ("SOW") is subject to all terms and conditions of the PROFESSIONAL SERVICES AGREEMENT ("PSA") between Avaap U.S.A. LLC (Limited Liability Company) ("Avaap") and Client (defined in table below). All terms of the PSA are incorporated herein by this reference. Terms not defined in this SOW are defined in the PSA and form an integral part of the same. In the event of a conflict between the terms of the PSA and the terms of this SOW, the terms of the PSA shall control unless specific terms of this SOW are expressly intended to modify specific inconsistent terms of the PSA, in which case, such modifications shall be valid only for this particular SOW.

Client	City of Lee's Summit 220 SE Green Street Lee's Summit, MO 64063
PSA Date	
SOW #	001
Project Name	Workday Enterprise Resource Planning System Implementation

Responsible Parties

For this project effort, the following individuals will be responsible for all communication, deliverables, and accountable to their respective organizations in meeting the terms of this SOW.

Avaap Program Director		Client Project Sponsor	
Name:	Ken Takata	Name:	
Phone:	202-660-2805	Phone:	
E-mail:	Ken.takata@avaap.com	E-mail:	

Description of Services

The Avaap Workday deployment services (the "Services") are designed to support Client's assessment, configuration, testing, and deployment of the Client-provided Workday software solution, as a replacement for the system(s) currently used by Client. Configurations are limited to the capabilities inherent within the standard Workday solution.

Further scoping discussions and understanding of business needs may alter the proposed approach and be reflected in a detailed project plan mutually agreed upon with Client or as an amendment to this SOW. Deviations from project scope, as set forth within this SOW, must be agreed upon by both parties in writing and follow the Change Control Procedure.

Draft Statement of Work

The scope of work set out below describes the services of the implementation in terms of organization, functionality, data conversion, integrations, reports, change management, training, and project management that will be a part of the project. This scope will be delivered as part of a deployment approach of the Workday solution as outlined below:

Project Phase	Description
Core Implementation	<ul style="list-style-type: none">• Finance (ERP)• Human Capital Management• Payroll

Implementation Scope

Workday will be configured in accordance with Workday software subscription procured by the Client and the information provided below:

Client Environment	Scope
Employee Population	750 full time employees
Language	All communication, documentation, data, and deliverables will be delivered in English. Translations are not in scope.
Currency	US currency
Countries	USA
Security	Single sign-on

The following Functional Areas are included in scope and will be configured in accordance with Functional Scope outlined in Appendix A, Detailed Functional Scope.

Workday SKU's / Functional Area	Deployment Phase
Core HCM	1
Core Compensation	1
Help	1
Onboarding	1
Cloud Connect for Benefits	1
Talent Optimization (Performance)	2
Recruiting	1
Learning	2
Cloud Connect for Learning	2

Draft Statement of Work

Workday SKU's / Functional Area	Deployment Phase
Media Cloud	2
Payroll for US	1
Absence Management	1
Time Tracking	1
Scheduling	1
Core Financials	1
Grants Management	1
Projects	1
Expenses	1
Procurement	1
Strategic Sourcing Essentials	2
Prism	2
Adaptive Financial Planning	2
Peakon Employee Voice	1

Schedule

This SOW is based on an implementation as described below and the use of Avaap's implementation methodology, as outlined in Appendix B. Unless mutually agreed, services under this SOW will commence within ten (10) business days of the Effective Date or according to the Schedule outlined below, whichever comes first, and continue until the Project is complete.

Draft Statement of Work

The following notional timeline provides for specific dates for each activity outlined in Appendix B. Although these dates are specific, the timing of each activity may vary based on Client's ability to resource and execute on its own actions and deliverables. Specific agreements to the timeline will be made as follows:

- A 4-week post-production support period will cover items that were documented and configured during the implementation.
- Anything beyond this support would fall to the organization's Helpdesk or Avaap's available Application Managed Support (AMS).

Phase 0 – Pre-Project Planning

Estimated Dates	
Start	Finish
5/13/2024	6/21/2024

Phase 1 – Core Implementation: Finance, Payroll and HCM

Estimated Dates					
	Plan	A&C	Test	Deploy	Post-Prod
Start Date	6/24/2024	8/28/2024	2/6/2025	5/15/2025	6/26/2025
Finish Date	8/27/2024	2/5/2025	5/14/2025	6/26/2025	7/25/2025

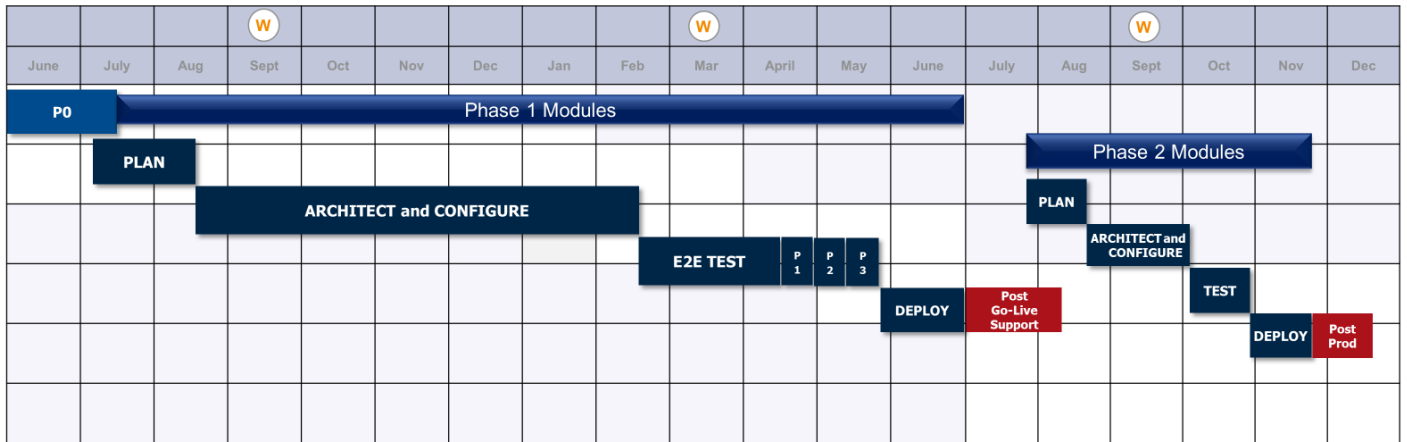
**Please note that the exact Go Live cutover date will be determined by Client's 2025 payroll schedule.*

Phase 2 – Adaptive Financial Planning, Talent Optimization, Learning, Strategic Sourcing, and Prism

Estimated Dates					
	Plan	A&C	Test	Deploy	Post-Prod
Start Date	7/28/2025	8/18/2025	9/29/2025	11/3/2025	11/24/2025
Finish Date	8/15/2025	9/26/2025	10/31/2025	11/21/2025	12/12/2025

Draft Statement of Work

Project Timeline –Big Bang Implementation



Stage Activities

- | | | | | |
|---|--|--|---|--|
| 0 Phase 0:
A. Leadership Alignment
B. Project Governance
C. Pre-Discovery
D. Client Workday Training | 1 Plan Stage Activities:
A. Kickoff
B. Project Plan
C. FDM
D. FND Build | 2 Architect/Configure Stage Activities:
A. Worksets
B. Configuration Updates
C. Unit & Lifecycle Testing
D. Integration & Reports
E. E2E Build | 3 Test Stage Activities:
A. End to End Test
B. Payroll Parallel Test
C. UAT | 4 Deploy Stage Activities:
A. Gold Build
B. Go live Cutover |
|---|--|--|---|--|

Draft Statement of Work

Professional Fees

All services provided hereunder are provided on a Time and Materials basis. The estimated fees below do not include estimates for travel. Final schedule and resource assignments to be confirmed in the Plan Stages for each Phase as part of the Project Plan development. The pricing is based upon finalizing contracts on or before April 30th, 2024.

Payment Summary

Avaap – Professional Fees	Amount
Implementation Fees	\$ 2,290,284
Data Conversion	\$ 69,616
Interfaces	\$ 524,800
Organizational Change Management / Training Services	\$ 226,865
Total	\$3,111,565

Draft Statement of Work

Payment Schedule

#	Milestone Name	Estimated Invoice Date	Estimated Invoice Amount	Estimated HoldBack Amount (5% per payment milestone)	Net Pay
1	Phase 1 - One Time Avaap Mobilization Fee. Invoiced at contract signing.	Invoiced at contract signing	\$ 350,000.00	\$ 17,500.00	\$ 332,500.00
2	Phase 1 -Pre-Plan Stage Complete	6/21/24	\$ 350,000.00	\$ 17,500.00	\$ 332,500.00
3	Phase 1 - Plan Stage Complete	8/27/24	\$ 450,000.00	\$ 22,500.00	\$ 427,500.00
4	Phase 1 - A&C Stage - Part 1 Complete	10/15/24	\$ 425,000.00	\$ 21,250.00	\$ 403,750.00
5	Phase 1 - A&C Stage - Part 2 Complete	11/30/25	\$ 400,000.00	\$ 20,000.00	\$ 380,000.00
6	Phase 1 -A&C Stage - Part 3 Complete	2/5/25	\$ 400,000.00	\$ 20,000.00	\$ 380,000.00
7	Phase 1 - End to End Testing Complete	3/31/25	\$ 275,000.00	\$ 13,750.00	\$ 261,250.00
8	Phase 1 -Payroll Parallel Testing Complete	5/15/25	\$ 135,000.00	\$ 6,750.00	\$ 128,250.00
9	Phase 1 - Move to Production	6/30/25	\$ 50,000.00	\$ 2,500.00	\$ 47,500.00
10	Phase 1 - End of Production Support Month 1 and Phase 1 Retention released. Final Payment (should represent 5% of total services)	7/31/25	\$ 11,565.00		\$ 153,315.00
11	Phase 2 - Invoiced on start date of Phase 2	7/29/25	\$ 100,000.00	\$ 5,000.00	\$ 95,000.00
12	Phase 2 - End of Plan Phase	8/30/25	\$ 70,000.00	\$ 3,500.00	\$ 66,500.00
13	Phase 2 - End of A&C	9/30/25	\$ 50,000.00	\$ 2,500.00	\$ 47,500.00
14	Phase 2 End of Test	10/31/25	\$ 25,000.00	\$ 1,250.00	\$ 23,750.00
15	Phase 2 - Move to Production	11/30/25	\$ 15,000.00	\$ 750.00	\$ 14,250.00
16	Phase 2 - End of PPS+ Release of Phase 2 Retention	12/31/25	\$ 5,000.00	\$ -	\$ 18,000.00
		Totals	\$ 3,111,565.00	\$ 141,750.00	\$ 3,111,565.00

Draft Statement of Work

Optional Application Management Services Support Details

Below is the estimated pricing for our AMS service, which we anticipate will start after the completion of our Post-Production support period ends. Final AMS start date to be finalized as part of the final project plan and per Client approval.

- Invoiced as Time & Material.
- Hours not used are not billed.

**Avaap is open to discussing shorter or longer AMS support timeframes*

Scope Area	Yearly Estimated Consultant Hours	Estimated Avg Hourly Labor Rate	Yearly Estimated Total
AMS Support Year 1	480	\$195.00	\$93,600
AMS Support Year 2	480	\$200.00	\$96,000
AMS Support Year 3	480	\$205.00	\$98,400
TOTAL			\$288,000

The current project schedule would have the AMS Support beginning in January 2026.

Expenses

Travel and out-of-pocket expenses are not included in the fees stated herein and will be invoiced as actuals monthly. For planning purposes, we have estimated \$120,000. There are typically four to five times when a team travels onsite (Pre-Plan, Plan, Architect and Configure, Test and Deploy). Additional on-site visits and related travel expenses may be identified and mutually agreed upon in advance during the project.

Invoicing and Payment

Client agrees to pay all invoices by ACH within ten (10) days of the date of the invoice according to the payment milestone schedule.

All optional Time and Material services will be invoiced monthly, with payment no later than 30 days from the date the invoice is submitted. Avaap will invoice Client monthly on a time and materials basis for the hours billed the previous month.

Draft Statement of Work

Change Control Procedure

Either Client or Avaap may request changes to the Services, Service Deliverables, and/or any other aspect of a SOW through a written change order ("Project Change Order"). Promptly thereafter Client and Avaap shall discuss what impact the Project Change Order will have on the Services and Service Deliverables and on pricing, timing, quality, and other terms of the applicable SOW. Any changes to a SOW agreed upon by the parties because of the foregoing process shall be set forth in a change order signed by the parties ("Change Order"). Once a Change Order is signed, it shall amend, and become part of, the applicable SOW. Neither Client nor Avaap is obligated to change the Services, Service Deliverables, or any other aspect of a SOW unless a Change Order for such change has been signed by the parties and Avaap shall not be required to suspend its performance of the Services while the negotiation of a Change Order is ongoing. If any of the following events occur while Avaap is engaged to provide the Services (each a "Change Order Event"), Avaap shall be entitled to a Change Order to the applicable SOW to eliminate such adverse impact (the following list is not all-inclusive):

- (i) The scope, approach, or timing of the Services change;
- (ii) Delays are encountered that are beyond the reasonable control of Avaap, including delays caused by third party software and hardware vendors or their related products and/or services;
- (iii) An assumption set forth in the applicable SOW is invalid; or
- (iv) Client fails to meet its obligations outlined in this Agreement or the applicable SOW.

Avaap shall notify Client within a reasonable period after becoming aware of a Change Order Event. Notwithstanding anything to the contrary in the applicable SOW, if Client and Avaap do not sign a Change Order within thirty (30) days of Client's receipt of such notice, Avaap may suspend or terminate the Services upon written notice to Client. Change Orders will only be binding when signed by authorized representatives of each of Client and Avaap.ms

Assumptions

Client and Avaap agree to the following:

- Avaap will access only Client-specified environments.
- Notwithstanding anything to the contrary contained in the MSA, approval and acceptance of the following Services Deliverables by Client shall occur as follows: Client will review and provide responses or approvals for all agreements within ten (10) business days and key project decisions, and deliverables within three (3) business days
- Avaap will access Client's production systems other than Workday only after receiving prior, written authorization.
- Updated Workday functionality will be assessed for inclusion in the project scope subject to Client Project Manager review and approval.
- Client managers and personnel representing the functional areas named in this Statement of Work commit to making the necessary staff available to assist with the successful execution of this project as identified in this SOW. This level of participation is essential to assuring the timely completion of all project tasks, and to achieving the "self-sufficient" level of knowledge-building Client desires. During the Plan stage, Avaap will identify the tasks that are expected of Client in the form of a Project Plan.
- Client and Avaap will complete all deliverables necessary to support Services as outlined in Appendix B within the time agreed.
- Avaap will work closely with Client to identify the impacts of any delays and will discuss all options before coming to a mutual agreement on the next steps.

Draft Statement of Work

- Client agrees to advise Avaap of its schedule in sufficient detail and any periods of unavailability to allow for the effective and efficient deployment of Avaap's resources and planning for all project activities over the life of the project.
- If Client decides to delay the project based on circumstances outside the control of Avaap, Avaap reserves the right to revisit and revise the project's estimated costs and assigned team members as reasonably required following discussions with Client.
- Avaap is not responsible for schedule delays due to Workday or the Workday Service. Except for specific tasks identified in this SOW, the Client owns the relationship with Workday, the Workday Service and the Workday deliverables and any such delays arising from or related to Workday, the Workday Service and the Workday deliverables shall not be allocated to the fault of Avaap.
- Workday Training Credits, Workday Delivery Assurance services, and the Workday Adoption Toolkit will be purchased directly from Workday and are not included in Avaap's Professional Fees.

Charges for Out-of-Scope Services

All charges for services not defined above or explicitly listed as Out of Scope Components will be quoted based on the time and material rates in the following table below. Labor rates increase by 1.5% on the anniversary of the initial move to production date. Rates are not inclusive of any related travel.

Role	Maximum Hourly Labor Rate
Executive Sponsor	\$325.00
Program Director	\$300.00
Engagement Manager	\$275.00
Architect	\$275.00
Principal Consultant	\$250.00
Senior Consultant	\$225.00
Consultant	\$200.00
Senior Analyst	\$175.00
Analyst	\$150.00
Workday Product Expert	\$375.00

IN WITNESS WHEREOF, Avaap and Client have caused this Statement of Work to be executed and delivered by their respective duly authorized representatives as of the date set forth below.

Avaap U.S.A. LLC

By: _____
Name: _____
Title: _____
Date: _____

Client:

By: _____
Name: _____
Title: _____
Date: _____

Appendix A: Detailed Functional Scope

The overall guiding philosophy of the project assumes that the Client will standardize business processes delivered by Workday to streamline operations to provide efficiencies across agencies and departments across the organization. As part of the implementation Avaap will identify and recommend industry best practices for the Client's Workday solution.

This section provides the detailed project scope and Avaap's scope assumptions for aligning the Client's current business processes in Finance, HR (Human Resources), and Payroll systems. The processes listed below in the "Functional Configuration and Setup" sections are representations of key Workday business processes and configuration to be delivered.

During the Architect & Configure stages of the project, Avaap and the Client conduct iterative design sessions, taking into consideration the scope assumptions detailed in this section. If these sessions identify items that are not in scope and were not included in the scope summary below, both parties will work in mutual good faith to resolve the omissions as outlined in the Change Control Procedures.

The mutual goal is to finalize the configuration designs during the Architect & Configure stage.

Phase 0 – Ramp to Ready and Pre-Project Planning

The Phase 0 activities are labelled as "Pre-Project Planning" because they include workshops and exercises that are typically completed before we formally kick-off the Workday methodology. During Phase 0, Avaap and the Client will focus on elements such as the leadership workshops, strategic alignment, project planning, and resource planning to help the Client prepare for the Workday project. The goal for this phase is to set the proper expectations for the project, to align leadership to the vision for Workday, and to establish the proper priorities to account for other on-going Client initiatives that may create contention for resources. This phase also provides an initial checkpoint for customer project readiness and minimizes inefficiencies once the implementation team is fully engaged.

Prerequisites

- Acquisition of appropriate software solution from Workday.
- Execution of the Statement of Work by both Avaap and Client

Phase 0 - Deliverables:

- Client's resource Workday Training Plan
- Project Vision
- Guiding Principles
- Project Success Indicators

Workday Ramp to Ready Workshops Overview

Program Director Pre-Planning Guidance Sessions

- The Avaap Program Director and Engagement Manager will meet with the Client to provide guidance on topics such as project expectations, establishing and enforcing project governance, project documents, Client project team and resource planning, and project/PMO setup.
- The Avaap Program Director and Engagement Manager and technical team will meet with the Client to conduct Integrations and Reporting alignment reviews.

Draft Statement of Work

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

For each functional area, we provide a high-level definition of the overall functionality of the related Workday module. We then provide you with the configuration parameters we defined for your organization. These configuration parameters serve as the basis of estimate for our solution, which align to our understanding of your core business requirements.

Primary Configuration Considerations (indicated in tables below by an asterisk **[*]**) represent key drivers for our proposed level of effort and a requested change would likely impact the level of effort and require a change order. Avaap and the Client work in good faith to identify a resolution.

Secondary Configuration Considerations provide additional guidelines for how Avaap plans to configure the Client's solution. For Secondary Scope items that include a metric or value listed next to them, a 10% variance on metrics or work effort is included in our scope.

At the end of each Plan, Architect and Configure & Prototype project phase, we conduct a Scope Alignment Analysis effort to identify any differences in scope. If the level of effort necessary to configure Workday is significantly increased due to Client decisions that require any of the following quantities listed in the scope tables below to be exceeded, a Change Order may be required which may affect overall cost (level of effort) and timeline. Avaap and the Client agree to that if any of the following quantities are exceeded because of:

1. Configuration decisions to satisfy any of the Functional Requirements in scope on this project,
2. Avaap or Workday recommendations on how to best configure the software,
3. Inaccuracies in any of the stated quantities resulting from misunderstandings, incorrect assumptions from Avaap or Client or alternate definitions of any metrics conditions or attributes of the Client that would need to be included in scope to fully deploy Workday to meet any of above listed exceptions,
4. Client decided to exceed quantities but take on responsibilities for data entry into Workday.

Avaap will also provide guidance and a knowledge sharing plan to empower Client functional/technical resources how to complete the activity. Avaap will also provide Workday best practice support as the Client configures the remaining items outside of the scope guidelines.

Based on information gathered from the Client's requirements documents Avaap has defined the following scope for this implementation.

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HCM / Payroll Functional Scope Tables

The information presented below was established based on requirements within the Client's RFP and Avaap's experience and knowledge of the Workday platform.

Core HCM		
Functional Area	In Scope (Y/N)	Scope
Multi-Country	N/A	US Only
Employee Contracts (Templates) — BIRT not included	Y	Up to 5
Organization Structure per Organization Type (supervisory, cost center, company, region, location hierarchy)	Y	1 Supervisory Org [*]
Cost Center Organizations	Y	Up to 300
Staffing Models [*]	Y	Up to 1, Position Management
Funds Associated with Worker	Y	Up to 10
Management Hierarchy	Y	Up to 1
Job/Positions	Y	Up to 100 Job Profiles
		Up to 100 Job Families
		Up to 20 Job Family Groups
		Up to 16 Employee Types
		Up to 3 Contingent Worker Types
		Up to 9 Management Levels
International Assignment Type	N	
1-9 Functionality	Y	
Unions [*]	Y	Up to 3
Retiree Organization [*]	N	Up to 1
Multiple Jobs	Y	
Matrix Organizations	N	
Custom Objects	Y	Up to 3
Custom Organizations	Y	Up to 1
Change Job Templates	Y	Up to 3
Onboarding Tours	Y	Up to 5
Onboarding Documents	Y	Up to 25

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Custom Onboarding Templates	Y	Up to 2
Custom Onboarding Bulletin Worklets	Y	Up to 2 customized including up to 5 content items in each
Onboarding Announcement	Y	Up to 1
Flexible Work Arrangements assignments	Y	Up to 1 Approval Process
Custom Security [*]	Y	Up to 2 Regulatory Required
Exit Survey	Y	Up to 1 questionnaire with up to 20 questions, routed to existing security group-excluding custom reporting of responses
HCM Modifiable BP's	<ul style="list-style-type: none"> • Hire Employee • Create Position • Contract Contingent Worker • Onboarding (Up to 10 Documents in Review Setup) • Onboarding New Hire • Onboarding Job Changes • Terminate Employee • Change Job • End Contingent Worker Contract • Onboarding Setup • Costing Allocations 	

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Compensation		
Functional Area	In Scope (Y/N)	Scope
Salary Plan	Y	Up to 2
Hourly Plan	Y	Up to 2
Allowance Plans	Y	Up to 5
One-Time Payments	Y	Up to 15
Compensation Packages [*]	Y	Up to 1
Severance Package	Y	Up to 1 Worksheet
Custom Security Groups	Y	Up to 1
Compensation Steps [*]	Y	
Compensation Basis	Y	Delivered
Merit Plans	N	
Consolidated Grids	N	
Bonus Plans	N	
Compensation Modifiable BPs	<ul style="list-style-type: none"> • Request Compensation Change • Request One Time Payment • Period Activity Pay 	

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Benefits		
Functional Area	In Scope (Y/N)	Scope
Benefit Groups [*]	Y	Up to 5
Benefit Providers [*]	Y	Up to 25
Coverage Levels	Y	Up to 25
Plan Year Definitions (current year, ongoing etc)	Y	Up to 3
Health Care Plans	Y	Up to 25
Insurance Plans	Y	Up to 25
Enrollment Events & Cross Plan Enrollment Rules	Y	Up to 10 Events and 5 Rules
Benefit Credits	Y	
Dependent Verification	N	
Retiree Benefits [*]	N	
Enrollment Event Rules	Y	Up to 1
Grace Period ACA Eligibility & Core ACA Functionality, Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C [*]	Y	
Reinstatement Events	Y	Up to 2
Grandfathered Plans	N	
Passive Event Rule	Y	Up to 1
Open Enrollment	Y	Up to 1 Event
Manage Evidence of Insurability	Y	
Wellness Credit	N	
Spousal Surcharge	N	
Pension Plans	N	
Qualifying Life Event [*]	Y	Documentation and Admin Approval
Compensation Based Insurance Coverage Volume Changes	Y	Automated
Company HSA Contribution front loaded	Y	
Eligibility driven off Custom ID's, Custom fields or Actual Hours Worked	N	
Union Benefits [*]	Y	
Benefits Modifiable BP's	<ul style="list-style-type: none"> • Change Benefits for Life Events • Change Benefits 	

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	<ul style="list-style-type: none"> • Dependent Event • Passive Event
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Recruiting		
Functional Area	In Scope (Y/N)	Scope
Job Application Workflows	Y	Up to 3
Job Application Questionnaires	Y	Up to 2 Primary Up to 2 Secondary Up to 4 Supplemental specific to a job application
Job Application Templates [*]	Y	Up to 3
Job Posting Locations	Y	Up to 25
Job Posting Templates [*]	Y	Up to 3
Evergreen Requisition Management	Y	
Offer/Employment Agreement Workday Docs Templates [*]	Y	Up to 1 Agreement Up to 2 Offer Templates
Simple Reference Check	Y	
External Career Site [*]	Y	Up to 2
Internal Career Site [*]	Y	Up to 1
Internal Career Site for Non -Workers	Y	Up to 1
Internal Application	Y	Up to 1
Automatic Stage Routing	Y	
Interview Guides (questionnaires)	Y	Up to 5
Candidate Screening & Review	Y	
Candidate Home	Y	
Automatic Stage Routing	Y	
Document template to capture Internal/External dynamic offer letter variations	Y	Up to 1
Internal and External Application Questionnaires (each questionnaire with up to 10 questions)	Y	Up to 2 each (no calculated fields)
Delivered Primary Recruiter Security	Y	Up to 1
Recruiting Agencies	N	

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Notification Designer [*]	Y	
Custom Notifications [*]	Y	Up to 15
Custom Security	Y	Up to 2
Recruiting Modifiable BP's	<ul style="list-style-type: none"> • Job Application (5 Dynamic Workflow) • Offer • Job Requisition 	

Talent/Performance		
Functional Area	In Scope (Y/N)	Scope
Performance Review Templates [*]	Y	Up to 4
Performance Improvement Plans [*]	Y	Up to 2
Disciplinary Action Templates	Y	Up to 2
Development Plan Templates	Y	Up to 2
Talent Review Templates	Y	Up to 2
Talent Pools	Y	Up to 2
Feedback	Y	Up to 2 templates
Check-Ins	Y	
Ad Hoc Goals	Y	Up to 1 Org Goals
Calibration	N	
Succession Pools [*]	N	
Assess My Teams Potential	Y	
Mentors	Y	
Competencies	N	
Succession Planning [*]	Y	
Talent Modifiable BP's	<ul style="list-style-type: none"> • Start Performance Review • Performance Review • Give Feedback • Set Review Content for Performance Review • Manage Succession Plan • Assess Potential • Manage Competencies 	

Draft Statement of Work

Learning		
Functional Area	In Scope (Y/N)	Scope
Standalone Lessons	Y	Up to 25
Digital Courses	Y	Up to 50
Media Files Imported	Y	Up to 250
Blended Courses	Y	Up to 25
Course Offerings	Y	Up to 50
Campaigns	Y	Up to 10
Topics	Y	Up to 25
Topic/Segment Based Security Groups	Y	Up to 5
Course Cost [*]	N	
Reason Codes for Drop Enrollments, Cancel	Y	Up to 5
Programs	Y	Up to 10
Pre-Requisite Courses	Y	Up to 5
Campaign Audiences	Y	Up to 10
Unit Types [*]	N	
Course Equivalencies	Y	Up to 5
Learning Certifications	Y	Up to 1
Surveys	Y	Up to 2
Validation Rules	Y	Up to 5
Learning Modifiable BP's	<ul style="list-style-type: none"> • Manage Lesson • Manage Course • Enroll in Content • Drop Learning Enrollment • Manage Program • Manage Equivalency Rule 	

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Help / Peakon Journeys		
Functional Area	In Scope (Y/N)	Scope
Help Case Types	Y	Up to 8 Case Types with up to 4 Questionnaires
Service Teams with Case Team and Confidential Case Solver Assignments	Y	Up to 8
Help Custom Reports	N	
Help Custom Security Groups	N	
Help Article Categories	Y	Up to 8
Help Article Audiences	Y	Up to 8
Help Knowledge Base Administrator and Article author Segment Security	Y	Up to 2 Article Author Segment Security
KT on how to create Help Knowledge Base Articles	Y	Migration of up to 5 knowledge base articles developed by customer
Journey Categories	Y	Up to 3
Journey Builders	Y	Up to 3
Step Groups per Journey	Y	Up to 3
Steps per Step Group	Y	Up to 3
Business Process Step Distributions	Y	Up to 3
Custom Security Groups	Y	Up to 1

Draft Statement of Work

Payroll Functional Scope

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Payroll		
Functional Area	In Scope (Y/N)	Scope
Multiple Jobs [*]	Y	
Pay Groups [*]	Y	Up to 3
Unions [*]	Y	Up to 3
Union Payroll	Y	Up to 1
Bank Accounts and Routing Rules	Y	Up to 2 each
Worker Costing Allocations	Y	Up to 80
Run Categories [*]	Y	Up to 2, bi-weekly and monthly
Period Schedules [*]	Y	Up to 3
Legal Entities (FEIN)	Y	Up to 1
State Tax Authorities [*]	Y	Up to 5
Local Tax Authorities	Y	Up to 80
W2 Configuration	Y	
Ohio Payroll	N	
Earning Codes [*]	Y	Up to 75
Deduction Codes [*]	Y	Up to 75
Common Pay Agent [*]	N	
Payroll Modifiable BP's	<ul style="list-style-type: none"> • Settlement Run Event • Assign Pay Group • Payment Release Event 	

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Absence		
Functional Area	In Scope (Y/N)	Scope
Leave Plans [*]	Y	Up to 10 non-accruing Up to 5 accruing on Primary Position
Leave Entitlements [*]	Y	Up to 25
Leave Types [*]	Y	Up to 10 With up to 5 Leave Entitlements limited to Primary Position
Purchase/Sale of PTO	N	
Time Off Plans	Y	Up to 10
Holiday Calendars	Y	Up to 5
Holiday Calendar Rules	Y	
Work Schedule Calendar	Y	Up to 20
Leave of Absence Validations	Y	Up to 5
Leave Segment Security Groups	Y	Up to 5
Time Off Balance Transfer	N	
Accruing Time Off Plans on Primary Position	Y	Up to 10
	Y	Up to 20 Grants/Accruals
Absence Modifiable BP's	<ul style="list-style-type: none"> Request Time off Correct Time off Request Return Leave of Absence Request Leave of Absence 	

Time Tracking		
Functional Area	In Scope (Y/N)	Scope
Alerts	Y	Up to 3
Time Entry Validations	Y	Up to 5
Time Calculations [*]	Y	Up to 15
Calculation Groups [*]	Y	Up to 10
Period Schedules	Y	Up to 3
Security Groups	Y	Up to 2 to support ESS & MSS

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Time Tracking		
Functional Area	In Scope (Y/N)	Scope
Work Shifts	Y	Up to 10
Time Codes	Y	Up to 20 (Time Code x Employee Subsets)
Time Entry Code Groups	Y	Up to 10
Time Entry Templates [*]	Y	Up to 10
Project Worktag [*]	Y	
Work Schedule Calendars [*]	Y	Up to 10
Holiday Schedules	Y	Up to 2
Enforce Breaks/Meals	Y	
Countries	Y	Up to 1
Multiple Positions	Y	
Unions [*]	Y	Up to 3
Time Tracking Modifiable BP's	1. Assign Work Schedule 2. Enter Time 3. Report Time Batch Event	

Advanced Scheduling		
Functional Area	In Scope (Y/N)	Scope
Countries	Y	US Only – 1 Time zone
Workers	Y	Up to 1000
Multiple Positions	Y	
Standard Supervisory Orgs	Y	
Schedule Tag Type	Y	
Individual Worker Override	N	
Employee Self Service	Y	
Manager Self Service	Y	
Delivered Reports	Y	Up to 10
Custom Reports	N	
Worker Availability, Worker Preferences and Worker Overrides, Labor Demand	Will not be loaded prior to Go Live	

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Advanced Scheduling		
Functional Area	In Scope (Y/N)	Scope
Labor Optimization	N	
Schedules created using Work Schedule Calendars (Static & Manual Scheduling)	N	
Assumptions	<ul style="list-style-type: none">• The Client will create shifts manually or by using work schedule patterns (static scheduling) and will assign employees to those shifts.• Shift/vacation bidding is not available• The Time Offs configured have start and end times for time off entry• Predictive Scheduling will not be configured	

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Finance Functional Scope Tables

The FDM includes a review of organizations that are used across HCM, Payroll and Financials to provide a consistent foundation for all three areas.

Foundational Data Model		
Functional Area	In Scope (Y/N)	Scope
Custom Organizations	Y	Up to 8

The following scope assumptions are applied to the functional configurations outlined in the SOW. The information presented below was established based on preliminary conversations with the Client and Avaap's experience with and knowledge of Workday.

Financial Accounting		
Functional Area	In Scope (Y/N)	Scope
Account Set (Chart of Accounts) [*]	Y	1
Legal Entities	Y	Up to 1
Fiscal Schedule	Y	1
Allocation Definitions	Y	Up to 25
Recurring Journal Templates	Y	Up to 10
Consolidations and Eliminations	Y	
Balancing by Company/Legal Entity plus one Balancing worktag	Y	
Commitment Accounting	Y	
Statistic Definitions	Y	Up to 15
Month-End and Year End Close Process	Y	
Journal Processing including recurring and EIB	Y	
Transaction Matching	Y	Up to 25 Matching Rules
Account Certification	N	
Multi-Currency	N	
Custom Validations	Y	Up to 15

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Financial Accounting		
Functional Area	In Scope (Y/N)	Scope
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> Accounting Journal Event Accounting Adjustment Event Accounting Journal Unpost Event Allocation Event Account Certification Event Average Daily Balance Event Equity Pickup Event Period Close Event Period Close Notification Event Record Intercompany Receipt Event Revaluation Run Event 	

Banking & Settlement		
Functional Area	In Scope (Y/N)	Scope
Financial Institution	Y	Up to 5
Bank Accounts	Y	Up to 20
Bank Account Management	Y	
Payment Types	Y	Up to 16
Check Layouts	Y	Up to 4
Bank Account Transfers for Settlement	Y	
Settlement Event	Y	
Express Settlement	Y	
Escheatment	Y	
Automatic Bank Reconciliation	Y	Up to 2 Matching Rule Sets with Up to 5 Matching Rules

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Banking & Settlement		
Functional Area	In Scope (Y/N)	Scope
		Up to 2 First Notice Rule Sets with Up to 25 First Notice Rules
Ad Hoc Bank Transaction	Y	
Bank Reconciliation	Y	
Bank Routing Rules	Y	Up to 10
Matching Rules	Y	Up to 10
First Notice Rules	Y	Up to 40
Miscellaneous Payment Request	Y	
Cash Forecasting	N	
Cash Positioning	N	
Payment Acknowledgement	Y	
Prenote	Y	
Positive Pay	Y	
Custom Validations	Y	Up to 15
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Ad Hoc Payment Event • Ad Hoc Bank Transaction Event • Bank Account Event • Bank Statement Event • Bank Account Transfer Event • Miscellaneous Payment Request Event • Settlement Run Event • Ad Hoc Bank Transaction Template Event • Ad Hoc Payment Template Event 	

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Banking & Settlement		
Functional Area	In Scope (Y/N)	Scope
	<ul style="list-style-type: none"> • Bank Account Transfer Template Event • Bank Account Transfer for Settlement Event • Bank Account Transfer for Settlement Template Event • Cash Balance Check Event • Escheatment Item Event • Express Settlement Run Event • Payment Return Event • Payment Return Statement Event • Review Bank Statement Line • Stop Item Event 	

Budgets		
Functional Area	In Scope (Y/N)	Scope
Plan Structures	Y	Up to 10
Plan Templates	Y	Up to 5
Import Budget via EIB	Y	
Budget Check Enablement by Plan	Y	
Budget Close and/or Roll-forward	N	
Reporting	Y	Financial Budget to Actual Reporting, including encumbrance and commitments
Custom Validations	N	
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Plan Event 	

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Budgets		
Functional Area	In Scope (Y/N)	Scope
	<ul style="list-style-type: none"> Budget Amendment Event Check Budget (Financial) Budgetary Roll Forward Close Event 	

Procurement & Supplier Contracts		
Functional Area	In Scope (Y/N)	Scope
Supplier Catalogs	Y	Up to 5
Supplier Contract Types	Y	<p>Up to 15 contract types. Enablement the following functionality only: Retention, Catalog, Scheduled/Manual Invoices, Scheduled/Manual Purchase Orders, Operating Leases, Financial Leases, Receive Contract Lines, Renewal Terms, Obligations, Variable Payment</p> <p>Excludes: Multi-supplier, Consignment, Multi-Participant,</p>
Purchase Order Layouts	Y	Delivered PO Layout only
Supplier Links (Punchouts)	Y	Up to 3
Procurement Commitment Accounting (REQ/PO)	Y	
Internal Service Providers & ISP Catalogs	Y	Up to 3
Procurement Credit Cards	Y	Up to 1 Program

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Procurement & Supplier Contracts		
Functional Area	In Scope (Y/N)	Scope
Purchase Items	N	
Supplier Items associated with Purchase Items	N	
RFx Processing	N	
Ship To Locations	Y	Up to 50
Ship To/Deliver To Associations	Y	
Requisition Sourcing Rules	Y	
Procurement Roll Forward	Y	
Custom Validations	Y	Up to 15
Custom Objects	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> • Requisition Event • Purchase Order Event • Change Order Event • Supplier Contract Event • Supplier Contract Amendment Event • Receipt Event • Mass Change Requisition Requester Event • Order From Supplier Connection Event • Procurement Card Transaction Verification Event • Receipt Adjustment • Receipt Accrual Event • Purchase Order Issue Event • Requisition Sourcing Event 	

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Supplier & Supplier Accounts		
Functional Area	In Scope (Y/N)	Scope
Suppliers	Y	Up to 1000 Excludes: Non-US addresses; Non-US supplier settlement accounts; USD only
Supplier Connections	Y	
Supplier Categories	Y	Up to 10
Supplier Groups	Y	Up to 15
Supplier Classifications	Y	Delivered values only
Reasons for Supplier Status Change	Y	Delivered values only
Questionnaire/Questions	Y	1 questionnaire layout with up to 10 questions
Payment Terms	Y	Up to 15
Payment Types	Y	See Banking & Settlement section above
Payment Handling Instructions	Y	Up to 5
Supplier Payment ACH Remittance Email	Y	Email with .txt file format only.
Aging Groups	Y	Delivered values only
Supplier Accounts Match Rule Set	Y	1 match rule set with up to 8 rules; Medium complexity
1099 Configuration	Y	Spend category to 1099 Box mapping for MISC and NEC 1099s only

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Supplier & Supplier Accounts		
Functional Area	In Scope (Y/N)	Scope
1099 MISC/NEC eFiling	Y	
Invoice Types by Country	Y	Up to 2
Invoice Adjustment Reasons	Y	Up to 3
Prospective Supplier Registration (External Site)	N	
Supplier Portal	N	
OCR/AP Automation	N	
EDI Integrations (810, 850, 855 & 856)	Y	
Custom Validations	Y	Up to 15
Custom Objects	Y	1 custom object with up to 10 custom fields
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> • Supplier Event • Supplier Change Event • Supplier Request Event • Recurring Supplier Invoice • Supplier Invoice Event • Supplier Connection Event • Supplier Invoice Request • Supplier Accounts Match Event • Supplier Accounts Match Exception Override Event • Prepaid Spend Amortization Schedule Event • Prepaid Spend Amortization Event • 1099 MISC Adjustment 	

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Transaction Tax (Sales)		
Functional Area	In Scope (Y/N)	Scope
Transaction Tax Enablement	Y	Enabled on Supplier Accounts and Customer Account transaction types. Tax amounts to be manually entered for Supplier Accounts transaction. Tax calculations from tax codes/rates included for Customer Accounts only.
Tax Authorities	Y	Up to 5
Tax Recoverability's	Y	Up to 2
Tax Applicability	Y	Up to 2
Transaction Tax Rates	Y	Up to 50
Transaction Tax Codes	Y	Up to 50
Transaction Tax Rule for Country	N	
Transaction Tax Rule Exception for Country	N	
Transaction Tax Rule for Items	N	
Transaction Tax Items Groups	N	
Withholding Tax Rate	N	
Withholding Tax Rule for Country	N	
Withholding Tax Rule for Items	N	
Third-Party Tax Integration	N	

Draft Statement of Work

Expenses		
Functional Area	In Scope (Y/N)	Scope
Business Purposes	Y	Up to 10
Spend Authorization Commitment Accounting	Y	
Expense Credit Cards	N	
Travel/Shared Card	N	
Expense Item Attribute Types	Y	Delivered values only
Configurable Expense Item Attributes	Y	Up to 10
Expense Item Group	Y	Up to 5
Expense Items	Y	Up to 30
Hotel Itemization Mapping	N	
Expense Policy Group	N	
Expense Rate Tables	Y	Up to 3 rate tables for basic mileage and per diem; No GSA rate load/integration
Travel Journals	N	
Spend Data	Y	Delivered Airlines, Travel Cities, Hotels and Car Rental Agencies
Spend Instructions for Expenses	Y	Basic formatting and URLs
Expense Reimbursement based on Benefit Allowance	N	
Expense Reimbursement for Non-Worker	N	
Travel Profiles	N	
Travel Booking Records	N	

Draft Statement of Work

Expenses		
Functional Area	In Scope (Y/N)	Scope
Mobile Enablement	Y	Receipt capture; Expense Report initiation and submission only
Custom Validations	Y	Up to 20
Custom Objects	N	
Budget Check	-	See Budgets section for details
Transaction Tax	-	See Transaction Tax section for details
Modifiable Business Processes	<ul style="list-style-type: none"> • Spend Authorization Event • Expense Report Event • Payment Election Enrollment Event • Spend Authorization Mass Close Event 	

Business Assets		
Functional Area	In Scope (Y/N)	Scope
Business Assets	Y	Up to 8000 assets including capital, expense (non-capital) and zero dollar
Leased Assets	Y	See lease accounting scope in Procurement scope table.
Intangible Assets	Y	
Composite Assets	Y	
Asset Books	Y	Up to 2 (Primary and Leased) Excluded: Tax Book

Draft Statement of Work

Business Assets		
Functional Area	In Scope (Y/N)	Scope
Asset Book Rules	Y	Up to 2 (Primary and Leased)
Multibook Accounting	Y	Enabled
Asset Types	Y	Up to 20
Asset Classes	Y	Up to 20
Depreciation Profiles	Y	Up to 30
Bonus Depreciation	Y	Up to 2
Asset Pooling Rules	Y	Up to 5
Asset Custodianship	Y	
Issue Assets to Workers	Y	
Custom Validations	Y	Up to 20
Custom Objects	Y	1 custom object with up to 10 custom fields
Modifiable Business Processes	<ul style="list-style-type: none"> • Asset Registration Event • Asset Share Event • Asset Issue Event • Adjust In Service Date Event • Asset Transfer Event • Asset Intercompany Transfer Out Event • Asset Transfer Event • Asset Removal Event • Asset Reinstatement Event • Asset Useful Life Update Event • Asset Impairment Event 	

Draft Statement of Work

Projects		
Functional Area	In Scope (Y/N)	Scope
Projects	Y	Up to 200; Capital Projects only
Project Hierarchies	Y	Up to 15
Project Status	Y	
Project Groups	Y	
Importance Rating	Y	
Risk Rating	Y	
Project Dependencies	Y	
Project Phases	Y	
Project Tasks	Y	
Project Plan Templates	Y	Up to 2
Project Templates	Y	Up to 4
Project Capitalization to Business Assets from WIP	Y	See Business Assets section scope specifics
WIP Exclusion Rules	N	Excluded: Up to 5 rules
Project Budgets	Y	1 Virtual Project Plan Structure and 1 Virtual Child Project Plan Structure
Ideas	N	
Initiatives	N	
Opportunity Projects	N	
Project Portfolios	N	
Project Scenarios	N	

Draft Statement of Work

Projects		
Functional Area	In Scope (Y/N)	Scope
Project Roles	N	Excluded: Up to 10 project roles
Project Resources & Forecasting	N	
Resource Template	N	Excluded unless Resource Tracking is in scope. Excluded: Up to 2
Resource Forecasts with Worksheets	N	
Standard Cost Rate Rules	N	Excluded unless Resource Tracking is in scope. Excluded: Up to 25
Project Labor Costing and Burdening	N	
Transfer Pricing	N	
Workers/Dynamic Resource Pooling	N	
Multiple Funding Sourcing	Y	
Custom Validations	Y	Up to 20
Custom Objects	Y	1 custom object with up to 10 custom fields
Modifiable Business Processes	<ul style="list-style-type: none"> • Create Project • Edit Project • Verify Capital Project Expense • Assign Plan as Baseline Event • Budget Amendment Event • Create Project Hierarchy • Plan Event • Planning Event 	

Draft Statement of Work

Customer Accounts & Contracts		
Functional Area	In Scope (Y/N)	Scope
Customers	Y	Up to 600
Customer Invoice Layouts	Y	Up to 1 (Coordinate with Grants or Project Billing If In Scope)
Dunning Letter Layout	Y	Up to 1
Customer Statement Layouts	Y	Up to 2 (Coordinate with Project Billing if in Scope)
Customer Billing & Invoice Maintenance	Y	
Sale Items	Y	Up to 200
Payment Application Rules	Y	WD Delivered
Credit Card Processing	N	
Billing Schedule Templates	Y	Up to 10
Customer Portal	N	
Transaction Tax	-	See Transaction Tax section for details
Budget Check		See Budgets section for details
Collections and Dispute Activities	Y	
Interest and Late Fee Rules	Y	Up to 2 Rules
Custom Validations	Y	Up to 20
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Customer Event • Customer Invoice Event • Customer Refund Document Event • Bad Debt Write off Event • Customer Contract Event • Customer Contract Amendment Event 	

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Customer Accounts & Contracts		
Functional Area	In Scope (Y/N)	Scope
	<ul style="list-style-type: none"> Billing Schedule Event Revenue Recognition Installment Event Revenue Recognition Schedule Event Customer Deposit Event Customer Payment Application Event Cash Sale Event Dunning Letter Email Event Customer Banking Change Event Customer Payment Change Event Customer Summary Change Event Customer Credit Change Event Customer Overpayment Event Customer Contract Asset and Liability Reclassification Journal Event 	

Grants		
Functional Area	In Scope (Y/N)	Scope
Sponsors (Grantors)	Y	Up to 50
Award Proposals	N	
Award Contracts & Required Attributes	Y	Up to 50
Award Schedules	Y	Up to 50
Award Plan Structure and Award Budgets	Y	Up to 4 Award Plan Structures
Grant Worktag and Grant Hierarchies	N	
F&A Rate Agreements	N	Up to 15
F&A Exceptions & Waivers	N	Up to 30
F&A Revenue Allocations	N	

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Grants		
Functional Area	In Scope (Y/N)	Scope
Calculate F&A Costs	N	
Object Class Codes	Y	
Sponsor Invoice Layout	Y	Up to 1
Sponsor Statement Layout	Y	Up to 2
Dunning Letter	Y	Up to 2
Sponsor Payment Processing	Y	
Letter of Credit Processing	Y	
Award Spending Restrictions	Y	
Special Condition Types	Y	Up to 11
Award/Grant Reporting/Dashboards Assignments, Default Worktags	Y	
Effort Certification	N	
Salary Caps	N	
NSF Codes	Y	
Catalog of Federal Domestic Assistance	Y	
Award Tasks	Y	
Custom Validations	Y	Up to 16
Custom Objects	N	
Modifiable Business Processes	<ul style="list-style-type: none"> • Award Event • Award Billing Schedule Event • Award Budget Hub Event • Award Proposal Event • Award Amendment Event • Award Tasks Event • Award Correction Event 	

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Grants		
Functional Area	In Scope (Y/N)	Scope
		<ul style="list-style-type: none"> • Summary Reimbursable Calculation Event • Reprocess Award Costs • Letter of Credit Draw Down Event • Effort Certification Event • Award Event • Award Budget Hub Event • Award Amendment Event • Award Correction Event • Letter of Credit Draw Down Event • Reprocess Award Cost Event

Strategic Sourcing - Essentials	
Product	Scope Included
Suppliers	Custom field groups and up to 10 custom fields required for the Supplier Profile
Sourcing	<ul style="list-style-type: none"> - Configured RFx Template(s), including the description, questionnaires & worksheets - 2 RFx templates for Essentials
Pipeline Projects	<ul style="list-style-type: none"> - Edit default fields and configure custom field groups & up to 10 custom fields - Configured up to 3 Pipeline Project Types - Configured Financial Details settings
Customer Data Conversion	Customer is responsible for data conversion for projects or contracts using the WSS Data Importer and self-service instructions on Workday Community.
INT6180 - Strategic Sourcing Supplier Synchronization	Excluded. The Supplier Connector synchronizes suppliers between Strategic Sourcing and Workday Supplier Accounts.
Intake, Supplier Management	Excluded

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Adaptive Planning		
Functional Area	In Scope (Y/N)	Scope
Annual Plan Creation	Y	
Reforecast Semi Annually	Y	Incl Mid Year Projections
COA Structure Across Organization	Y	Up to 1
Fiscal Calendar	Y	Up to 1
Currency	N	Only USD
Driver Based Revenue Model	Y	Up to 5 with supporting schedules (sheets)
Cost of Labor	Y	Up to 5 employee types with Fringe and tax calculations. Includes up to 3 unions.
Expense Planning	Y	Up to 2 Driver based models with supporting schedules
Capital Planning	Y	Up to 1 Capital Planning Sheet for budgeting new Capital by asset class and up to 1 Fixed Asset Sheet for calculating and forecasting straight line depreciation
Allocations	Y	Up to 5 single step dimensional allocations

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Prism		
Functional Area	In Scope (Y/N)	Scope
Prism	Y	
Historical Data Storage and Reporting	<p>Prism will be used for historical data currently residing in the Client's legacy systems defined in the data conversion section of the SOW. This use case is intended to support Client's data retention requirements.</p> <p><u>Prism Assumptions:</u> Prism Analytics is not designed for use with PCI or PHI data and any such data will be out of scope.</p> <p>Client will identify and confirm the specific data sources to be used and the</p> <p>Client must have independently obtained the rights to use all the selected data sources for the intended purpose.</p> <p>Client is responsible for data cleanup prior to data being loaded into Prism. Client will make available resources familiar with external data.</p>	

Integration Scope

Integration discovery will occur in Phase 0 and will continue through the Plan stage. During the Plan Stage, each existing system will be further analyzed against the functionality included in Workday to determine whether the system will be retired, interfaced, or remain as a standalone system. Such determination may result from standardization resulting from use of common patterns and use of data warehouse or other middleware tools.

Note: Use of data warehouse and/or middleware tools is not included in this project.

Integrations to downstream internal systems (for example, Active Directory) will be identified and potential impacts (if any) of the worker data will be assessed. Systems and applications outside of Workday will be identified to be modified using either: 1) Web services provided by Workday; or 2) flat files for data exchange. These integrations are considered Project Materials as defined in the Master Services Agreement executed by the parties.

Integrations that cannot be implemented using the Workday Integration Technology as described in this table will result in a Project Change Request (PCR) for the additional services required.

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INT#	Integration	Scope	Direction	Template
INT0001	Active Directory Outbound	Avaap	Outbound	Connector
INT0002	Active Directory Inbound	Avaap	Inbound	Studio
INT0003	Bank ACH Direct Deposit Outbound	Avaap	Outbound	Connector
INT0004	Bank ACH AP Outbound	Avaap	Outbound	Connector
INT0005	Bank Positive Pay Outbound	Avaap	Outbound	EIB
INT0006	Bank BAI2 Inbound	Avaap	Inbound	Connector
INT0007	Water Utility Billing Customer Payments Inbound into AP	Avaap	Inbound	Studio
INT0008	Water Utility Billing Check Refund Info Outbound	Avaap	Outbound	EIB
INT0009	Water Utility Billing GL Inbound	Avaap	Inbound	Studio
INT0010	MO State Unemployment Reporting Outbound	Avaap	Outbound	EIB
INT0011	State New Hire Reporting Outbound	Avaap	Outbound	EIB
INT0012	Nationwide 457 Deferred Comp Payroll Inbound	Avaap	Inbound	Studio
INT0013	Nationwide 457 Deferred Comp Payroll Inbound	Avaap	Outbound	Studio
INT0014	Teller Cash Receipts (AHBT) Inbound	Avaap	Inbound	Studio
INT0015	Teller GL Outbound	Avaap	Outbound	EIB
INT0016	Cigna Medical Outbound	Avaap	Outbound	Connector
INT0017	Cigna Dental Outbound	Avaap	Outbound	Connector
INT0018	Metlife Vision Outbound	Avaap	Outbound	Connector
INT0019	LAGERS Retirement Outbound	Avaap	Outbound	EIB
INT0020	W2 Outbound SSA	Avaap	Outbound	Connector
INT0021	W2 Outbound MO	Avaap	Outbound	Connector
INT0022	W2 Outbound KC	Avaap	Outbound	Connector
INT0023	1099 Tax Filing Outbound	Avaap	Outbound	Connector
INT0024	1095 ACA Outbound	Avaap	Outbound	Connector
INT0025	Hartford Benefits Outbound	Avaap	Outbound	Connector
INT0026	Bank Pcards Inbound	Avaap	Inbound	Connector
INT0027	Subitup Employee Schedules Inbound	Avaap	Inbound	Studio
INT0028	Validity Background Check Bi-directional	Avaap	Bi-Directional	Studio
INT0029	E-Verify Bi-directional	Avaap	Bi-Directional	Connector
INT0030	Concentra Drug Screening Bi-directional	Avaap	Bi-Directional	Studio
INT0031	Thomas McGee Incidents Outbound	Avaap	Outbound	EIB
INT0032	Support Link EAP Outbound	Avaap	Outbound	EIB
INT0033	GASB Cityview Asset Tracking Inbound	Avaap	Inbound	Studio
INT0034	NAVIA COBRA Initial Notices	Avaap	Outbound	EIB
INT0035	NAVIA COBRA Qualifying Events	Avaap	Outbound	EIB
INT0036	Municipal Court Mgmt Payments Inbound	Avaap	Inbound	Studio
INT0037	Municipal Court Mgmt Payments Outbound	Avaap	Outbound	Studio
INT0037	Mission Sqaure EE Outbound	Avaap	Outbound	EIB

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INT0038	Mission Sqaure Payroll Inbound	Avaap	Inbound	Studio
INT0039	RecTrac Payments Inbound	Avaap	Inbound	Studio
INT0040	RecTrac Check Refunds Outbound	Avaap	Outbound	EIB
INT0041	NAVIA FSA Outbound	Avaap	Outbound	Connector
INT0042	Fleet Mgmt Vendor Info Outbound	Avaap	Outbound	EIB
INT0043	Fleet Mgmt Payments Inbound	Avaap	Inbound	Studio
INT0044	Animal Control Cash Receipts (AHBT) Inbound	Avaap	Inbound	Studio
INT0045	Total Aviation Vendor Info Outbound	Avaap	Outbound	EIB
INT0046	Total Aviation Payments Inbound	Avaap	Inbound	Studio
INT0047	Central Square Payments Inbound	Avaap	Inbound	Studio
INT0048	Mineral Employee Training Inbound	Avaap	Inbound	Studio
INT0049	Payment Acknowledgement	Avaap	Bi-Directional	Studio
INT0050	HSA Cigna Medical Contributions	Avaap	Outbound	Studio

Additional Integration Notes: Those integrations from the Client RFP documentation not listed above, will be addressed as follows:

1. Solutions or requirements that will be replaced through the Workday platform.
2. Functionality provided through Workday reports.
3. Not considered an integration and will be managed using simple EIB data loads into Workday.

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Data Conversion Scope

The following tables depict the tenant builds for the phases of the project:

Phase 1 – Platform
Foundation Tenant
End to End Tenant
Payroll Parallel Tenant (copy of E2E)
Gold/Pre-Production Tenant

Avaap Responsibilities

- provide guidance on data gathering, population of the Workday deployment workbooks, and performing required data clean-up efforts;
- utilize the Client-established secure FTP site (sFTP) for data conversions. This site can also be used to collaborate on sensitive test data with vendors during the implementation;
- load data gathered by Client into the Workday Tenants, as needed, to advance the development of Client's Workday deployment per the deployment methodology specified in this SOW; and
- provide guidance on data validation practices including knowledge transfer on how to use the Workday data audit reports.

Client Responsibilities

- provide a secure FTP site, before the build of the Foundation Tenant, for data conversions or sharing sensitive data;
- provide subject matter experts for legacy system data;
- develop data mapping and crosswalks between conversion and legacy system data elements, and Workday system objects;
- extract necessary data from its legacy systems;
- populate the Workday Deployment Workbooks as part of the Workday Deployment process, and as additional data requirements are determined thereafter;
- manually convert certain data (including non-electronic data and certain failed conversion records);
- supply mapped data that is complete, accurate and de-duplicated;
- clean and correct validated data, in accordance with the project schedule;
- after the data is loaded, validate the quality and integrity of the converted data and provide corrected data when needed;
- perform its data gathering responsibilities in a timely manner as determined in Plan Stage;
- enter any "catch-up" transactions in the Gold Tenant, following the data freeze.

Data Conversion Assumptions:

- Manual conversions will be utilized when Avaap and Client agree the volume is too low to justify the cost of developing an automated conversion program for specific data sets
- Each Data Gathering Workbook file is allowed a maximum of 3 data load attempts per data load cycle (tenant build). If the Client cannot provide cleansed data in the requested format within the 3 load attempts a change order may be issued.
- The data freeze is required so that Client's current data as of a specific date can be loaded into the Gold Tenant. Catch-up transactions include any transactions occurring between data freeze and Go-Live when those catch-up transactions can be entered in Workday.

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HCM & Payroll Data Conversion Scope:

Functional Area	Scope	Population
HCM	<p>Current Job/Position details: Job profile, time type, default and scheduled hours, work shift, location, position ID, position title, business title, employee contracts and contingent worker supplier and rates</p> <p>Job and Compensation History: 1 year History from Previous System</p> <p>Current Organization assignments: Company, cost center, region, custom organizations, retiree, matrix, supervisory organization (single 'terminated' org for all terminated workers) and pay group</p> <p>Service dates: Original hire date, most recent hire date, position start date for conversion, continuous service date, termination date (most recent for current terminations only) and all other Workday delivered service dates</p> <p>Current biographic data: Legal and preferred name, date of birth, date of death, gender, disability status, ethnicity, marital status, citizenship status, military status, and employee photo</p> <p>Current ID information: License, visa, passport, national ID, additional government IDs and custom IDs</p> <p>Current contact information: Home address and home and work telephone, email, instant messenger, web address and emergency contact information</p>	Active Employees and Employees paid within current calendar (go-live) year
Transactional HCM	Transactional history conversion is excluded.	
History from a Previous System	<p>Job History: 1 Year of employee job/position history to be converted to Workday's job and position history from a previous system area. If the Client would like to load additional years training will be provided to Client to load additional years.</p> <p>Compensation History: 1 year of employee compensation history to be converted to Workday's compensation history from a previous system area. If the Client would like to load additional years training will be provided to Client to load additional years.</p> <p>This data will be available through separate legacy views/reports and not display within the Workday typical Job History and Compensation History areas.</p>	Active and Terminated Workers
Compensation	<p>Current Compensation data: Most recent effective date of compensation change, compensation grade and grade profile, compensation step (if included in compensation scope), base pay amount and plan (salary or hourly), merit plan, allowance, commission, unit salary, and period salary. One-Time Payments: History excluded</p>	Active Employees
Benefits	<p>Related Persons: Dependents, beneficiaries (including trusts) and emergency contacts associated with a worker.</p> <p>Current Benefit Elections: Current healthcare, insurance, spending account, health savings, retirement and</p>	Active Employees and Employees paid within current

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Functional Area	Scope	Population
	additional benefit elections and associated dependents and beneficiaries. Affordable Care Act (ACA) History: Current year medical election changes and ACA hours & wages to support ACA reporting	calendar (go-live) year
Absence Management	Leaves: Current leave event data for employees on leave and leave activity for previous 12 months Carryover Balances: Current absence plan balances at time of cutover	Active Employees
Payroll	Payroll History: Current YTD for each earning, deduction and tax jurisdiction including gross wages, taxable wages, and subject wages, for federal, state, and all local taxes for both employee and employer reconciled to tax returns loaded as quarterly data. Tax Elections: Current employee tax elections for federal, state, and local tax withholdings such as married, single, allowances, and number of exemptions and tax treaties. Additional Payroll Data: Payment elections, withholding orders, costing allocations.	Active Employees and Employees paid within current calendar (go-live) year
Recruiting	Active Job Requisitions: Current active job requisitions Candidates and Prospects: Excluded	Active Candidates and Prospects

Financials Data Conversion Scope:

Functional Area	Conversion Item	Scope
Financial Accounting	Beginning Balances	Beginning balances
	GL Detailed Journals	2 years of summary journals
Banking & Settlements	Outstanding Checks	Unreconciled checks at point of cutover date
	Opening Bank Balances	Load prior cutover month bank statement
Budgets	Budget	Beginning operating budget for current FY, including any amendment necessary to reflect the current balance.
Procurement & Supplier Contracts	Un-invoiced Open Purchase Orders	As needed at point of cutover
	Supplier Contracts	All outstanding contract balances. Excludes: Lease contracts
Suppliers & Supplier Accounts	Suppliers	Active suppliers with payment within the last two fiscal years; includes associated remit-to and order-from connections; USD currency only.

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Functional Area	Conversion Item	Scope
		Excludes: Non-US addresses; Non-US supplier settlement accounts. Foreign suppliers will be manually entered into the tenant by customer team.
	Approved/Unpaid Supplier Invoices	As needed at point of cutover
	Active Recurring Supplier Invoices	Manually entered by client at point of cutover as needed
	Outstanding Supplier Invoice Adjustments (Credit Memos)	Manually entered by client at point of cutover as needed
	1099 Adjustment	All 1099 payments from January 2024-July 2024 related to converted suppliers
	Supplier Invoice History	Up to two years of invoice history related to active converted suppliers; for duplicate supplier invoice purposes only – not at transactional/accounting level
Business Assets	Business Assets	All active assets capital and non-capital only. Leased assets will be entered via the lease contract conversion.
Expenses	Worker Payment Elections (Expenses)	Expense payment elections for active worker with direct deposit
Projects	Projects	All active projects at point of cutover including Capital projects Note: Project WIP balances will be converted via the GL balance conversion without the Project worktag – balances will be manually allocated via journal entry to Projects converted into the tenant.
	Project Budgets	Beginning project budgets at the point of cutover
Customer Accounts & Contracts	Customers	Up to 50 active customers with receivables/payments within the past year.
	Customer Contracts	Up to 50 active contracts at the point of cutover
	Unpaid Customer Invoices	Up to 200 open invoices at the point of cutover
	Customer On-Account Balances	Up to 50 on-account balances at the point of cutover

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Reporting Scope

At the point of executing this SOW, Workday delivers over 5,500 standard reports within the solution. That list of delivered reports will grow and evolve during the life of the project. Our assumption is that the Client will adopt as many reports “as delivered” as possible.

During the project the Avaap team will enable delivered security for all Workday standard reports related to the configuration scope above. This should resolve many of the traditional reporting needs.

We also recognize the importance of reporting within the Client. As such, we have allocated up to 225 hours to support to assist Client in building custom reports. The hours allocated by Avaap to support the Client should provide sufficient effort to assist Client with creating necessary reports, understanding the reporting tools, and becoming proficient for development of future reports. If additional hours are needed beyond 225, we will use the Change Order Process to fulfill these requests.

Project Management Scope

Avaap will provide project management services throughout the duration of the project to meet expectations defined in the Project Charter which will be mutually developed and approved by the Client during the plan phase of the project. The Project Charter provides authorization for the Project and identifies project goals, objectives, scope, governance structure, acceptance criteria, roles, and responsibilities. Below is a sample Table of Contents of a Project Charter.

- Project Scope (SOW serves as key input to the scope)
 - Business Need
 - Project Objectives and Justification
 - Scope Description
 - Project Schedule (Mid-Level)
 - Project Constraints
 - Project Exclusions
 - Project Assumptions
 - (Known) Projects Risks and Mitigation
- Governance
 - Guiding principles
 - Governance model
 - Executive Sponsors
 - Steering Committee Structure
 - Issue and Decision Escalation & Timing
 - Acceptance Criteria
 - Change Control processes and procedures
- Project Management
 - Expectations for project management include meeting cadence, meeting protocols, project tools, status reports, risk management, quality assurance and delivery assurance.
 - Methodology
 - Time entry, invoicing, and payments
- Roles and Responsibilities
 - Project team Organizational Chart
 - Project Team Roster & Responsibilities
- Project Communication Plan
 - Reports and meeting overview

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- Weekly cadence of meetings and reporting activities
- Monthly Steering Committee cadence
- Project Charter Approval
 - Version Control

The Avaap Engagement Manager (EM) will establish a framework for project planning, communications, reporting, procedural and contractual activity, and other activities associated with the Services, and will:

1. Review the SOW and the contractual responsibilities of both Parties with the Client Project Manager.
2. Maintain project communications through the Client Project Manager.
3. Coordinate the establishment of the project environment.
4. Establish documentation and procedural standards for deliverables.
5. Prepare and maintain the Avaap project plan which may include, an accounting of tasks, schedules, resources. No less than monthly and within the Workday methodology:
 - a. Coordinate and discuss the activities of Avaap project personnel.
 - b. Schedule and conduct regularly scheduled project status meetings.
 - c. Review current Project Plan status, prior deliverables completed during the last reporting period, Project Plan for the next 90 days, schedules for the next 30 days, resources, and expected travel and incidentals within the next 21 days, and make changes or additions, as appropriate for Client's approval.
 - d. Measure and evaluate progress against the Avaap project plan with the Client Project Manager.
 - e. Communicate new or unresolved Project Change Requests per the process defined in the Project Control Change Procedure.
 - f. Work with the Client Project Manager to address and resolve deviations from the Avaap project plan following the Escalation Procedure.
6. Review the Avaap standard invoice format and billing procedure to be used on the project, with the Client Project Manager.
7. Coordinate with Workday, on behalf of Client; to mitigate identified risks and confirm the project adheres to the Workday methodology.
8. Administer the Project Change Control Procedure with the Client Project Manager.
9. Involve Avaap's Executive Delivery Sponsor and Program Director for the project as needed in project oversight activities; and
10. Perform Avaap roles and responsibilities as indicated in the "Roles and Responsibilities" appendix.

Change Management and Training Services Scope

Important to the success of the OCM effort, all OCM service levels require the client to designate an internal resource for the "Organizational Change Management Lead" role. This person will assist with institutional knowledge, oversee the client OCM resources (identified in the client resource needs) and develop, review, and approve deliverables and approaches for adoption. In addition, this affords Avaap the opportunity to assist with building the OCM capability over the course of the project to ensure you are prepared for sustainment and can plan for and respond to future changes.

Our objective is to equip your team with the guidance they need to be successful in these roles while providing Organizational Change Management leadership. More specific activities, roles, and responsibilities for your chosen service offering are summarized in the chart below:

Avaap's organizational change (OCM) Core Strategy service is outlined below and describes the OCM deliverables and activities as well as delineating responsibilities between the Avaap OCM project team and the Client OCM team.

This list represents the high-level activities and deliverables from the Avaap Change Approach to support the Workday Platform implementation. **Based on our conversation with you, we have adjusted the level of**

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support to focus Avaap OCM leadership on delivering the Change Strategy, initial Communication Plan, initial Training Plan, initial Engagement Plan, a Risk and Resistance Mitigation Plan, and the Future State Sustainment Plan. You will have a dedicated and experienced OCM Lead throughout the duration of the engagement to provide you change leadership and advisory services to support People Readiness.

The table also includes RACI information for these high-level activities and deliverables, based on the OCM service level selected. The hours estimated for the Avaap OCM resources cover the activities and work outlined in the chart below for the implementation. Detailed activities and assignments will be finalized as part of the OCM Project Planning Activity listed in the Plan phase below.

Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
OCM Discovery and Operating Routines	Assess client background materials (organization charts, current state documentation, etc.), conduct OCM intake interviews, establish OCM team roles and responsibilities, and schedule recurring workstream meetings	RA	Provide background materials and coordinate/participate in discovery sessions	R
OCM Timeline and Activities	With input from client, draft the OCM timeline and major milestone activities and incorporate into the overall project plan as appropriate	RA	Contribute to, review, and approve the OCM timeline and associated activities	C
Workday Readiness Workshops	In collaboration with Avaap EM and Client OCM Lead, develop and conduct onboarding workshops for project team functional leads and SMEs to prepare the team for life on a Workday implementation.	RA	Partner with Avaap OCM Lead to review, edit, and deliver content to the project team.	R
Change Management Workshop	Partner with the client to determine the need to (and) deliver a customized change management workshop to organizational leaders on change principles and concepts, leading others through change, connecting with stakeholders, and an overview of Avaap's change management approach for the Workday implementation.	RA	Partner with Avaap to assess need for a Change Leadership workshop, provide organizational insights, and facilitation/logistical support to the development and delivery of the workshop.	R
Organizational Assessment	Lead and partner with client's OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	RA	Partner with Avaap OCM Lead to assess organizational culture, value systems, history of managing change, stakeholder readiness and capacity to undergo a transformational change	R
Sponsor Assessment	Identify and assess the traits of the primary change sponsor(s) accountable for the change.	RA	Partner with the Avaap OCM Lead to identify and assess the primary sponsor(s) accountable for the change.	R

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Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
Stakeholder Interviews	Advise on approach and provide execution of stakeholder interviews; Conduct up to 15-20 stakeholder interviews and summarize results (themes, risks, and opportunities)	RA	Contribute to stakeholder interview approach, schedule and conduct any additional stakeholder interviews as necessary, and analyze/summarize results (themes, risks, and opportunities)	R
Communications Channel Analysis	Advise and partner with client's OCM Lead to assess communication needs, channels, and ability to deliver key messages to determine the communication effort required to support the transition to future state.	RA	Partner with the Avaap OCM Lead to inventory and evaluate organizational and departmental communication needs, channels, and information flow.	R
Change Impact Assessment	Advise the client's OCM lead on the documentation and analysis of change impacts and use of a change impact analysis tool	RA	Partner with Avaap OCM lead to document and analyze change impacts	R
Risk & Resistance Assessment	Advise and partner with the client's OCM Lead to determine and anticipate identifiable risks to the proposed change	RA	Partner with Avaap OCM Lead to determine and anticipate identifiable risks to the proposed change	R
OCM Strategy	Develop the OCM strategy for the project, review with client and secure alignment and approval	RA	Partner with Avaap OCM Lead as resource in the development of the OCM strategy for the project, obtain approval, and readout to project team	R
Stakeholder Engagement Plan	With input from client, develop the initial engagement approach and plan	RA	Partner with Avaap OCM Lead to develop engagement approach	R
Communications Plan	With input from client communication lead, develop the initial communications approach and timing	RA	Partner with Avaap OCM communications lead to develop communications approach and timing	R
Risk and Resistance Mitigation Plan	With input from client, develop the initial engagement approach and plan	RA	Partner with Avaap OCM lead to develop R&R approach and plan	R
Communications Content	Advise on the development of communication content, provide guidance on key messaging and survey content to assess engagement effectiveness	C	Develop and deliver communication content; review, edit and deliver surveys, provide results for analysis to Avaap OCM lead (depending on survey tool used)	RA
Change Agent Network Plan	Advise and partner with client's OCM lead on the structure and deployment of a change agent network	C	Partner with Avaap OCM lead to develop change agent network approach, recruiting plan, and project plan	RA
Change Agent Network Content	Advise the client's OCM lead on content and topics for recurring change agent network meetings	C	Develop and deliver content for change network meetings, Schedule and lead/host change agent network meetings	RA

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Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
Change Impact Analysis	Partner with client's OCM lead on the review and analysis of project configuration changes and Advise on changes to communication plan, engagement plan, change network plan, and training plan.	C	Participate in Workset A, B, C Playback sessions and Customer Confirmation Sessions to listen and capture end user change impacts. Review RAIDQ as needed and necessary. Maintain change impact log. Update communication, engagement, change network, and training plan as needed.	RA
Training Needs Analysis	In partnership with client, develop and execute the training needs analysis	RA	Partner with Avaap OCM lead to conduct training needs analysis	R
Learning Intake Sessions	Advise and partner with the client's OCM Lead on development and facilitation of learning intake sessions to validate change impacts	C	Partner with Avaap OCM Lead to develop and lead learning intake sessions with each workstream to capture and validate change impacts	RA
User Adoption Metrics	Partner with the client's OCM lead to define user adoption metrics	R	Partner with Avaap OCM lead to determine user adoption metrics, baselines, responsibilities, and routines	RA
Training Approach and Plan	Lead, in partnership with client's training lead, the development of a training approach and plan for employees and managers	RA	Partner with Avaap OCM lead to develop training approach and plan, obtain approval, and readout to project team	R
Curriculum Plan	Advise and partner with client's training lead, on the development of a curriculum plan for employees and managers	C	Partner with Avaap OCM lead to develop training curriculum plan, obtain approval, and readout to project team	RA
Training Material Development	Advise client's training lead on the development of training material for employees and managers as outlined in the training curriculum plan	C	Client training lead will manage the development of training materials, reviews and approves material for employees and managers, finalize material post WES and post material to training site (TBD).	R
Workday Experience Sessions	Advise on the execution of WD experience sessions and advise on incorporating feedback into all OCM and training plans and materials as appropriate	C	Manage logistics in partnership with Avaap OCM lead and PMO, facilitate/lead the execution of the WD experience sessions, gather feedback, update training materials as needed and necessary.	RA
Future State Sustainment	Partner with client's OCM lead to plan sustainment considerations, including but not limited to new hires and release management	RA	Partner with Avaap OCM lead to gather the inputs for the development of the sustainment plan in partnership with client's internal functional resources	R

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Activity/Deliverable	Avaap Responsibilities	Avaap OCM	Client Responsibilities	Client
Adoption Activities	Advise client's OCM lead on planning and development of adoption activities	C	Partner with Avaap OCM lead to develop and deliver/lead adoption activities	RA
Transition Plan	Develop approach to transition OCM plan to client post go live	RA	Partner with Avaap OCM lead to develop approach to transition OCM plan to client post go live	R
Training Delivery	Advise on training delivery for employees and managers	C	Coordinate and deliver all training (train-the-trainer)	RA
Organizational Readiness	Partner with client's OCM Lead to develop approach and execute organizational readiness assessment; recommend updates to organizational plans and activities based on results	R	Execute organizational readiness assessment; review, analyze and deliver data as appropriate for effectiveness assessment	RA
Celebrate Success	Advise client OCM Lead to plan go live celebration and recognition of team accomplishments.	C	Partner with Avaap OCM Lead to plan and execute go live celebration and recognize individual and team accomplishments.	RA
User Satisfaction Surveys	Partner with the client to design questions and approach for end user satisfaction survey	R	Lead the development and distribution of the end user satisfaction survey and execute end user satisfaction survey	RA
Conduct Lessons Learned	Develop approach and execute the evaluation of the success or adoption outcomes of the OCM program, record learnings and share improvements for future endeavors	RA	Partner with Avaap OCM Lead to review, edit, deliver lessons learned, and report back to the change sponsor	R
Change Agent Network Closeout	Advise on final meeting of change network, appreciation measures, feedback	C	Partner with Avaap OCM Lead to develop and host final meeting with change agent network, facilitate recognition and experience feedback	RA
Future State Sustainment Plan	Partner with the client to prepare the future state sustainment plan.	RA	Partner with Avaap OCM Lead to prepare the future state sustainment plan and present the plan to project leadership	R
Transition Plan	Transition ownership of OCM to client according to transition plan	RA	Client takes ownership of OCM activities	R

Change Management Assumptions

- Any extensions to Project timeline or functional scope additions must be evaluated to determine impacts to the Change Management Services and may result in an impact to the Project scope should additional support be required. The Change Management tasks and activities listed in this table (above) applies only to the timeline and functional scope outlined in this SOW.
- The Change Management service is intended to accelerate end-user adoption of Workday and does not include support for concurrent initiatives or broader transformation efforts. The scope of this service is limited to the tasks in the above table. Any organizational design, Standard Operating Procedure (SOP)

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development, operating model or job role redesign work is out of scope for this service and wholly owned by the Customer.

- Lee's Summit will provide appropriate access to non-production Workday tenants and other project-related resources that may be required to fulfill this SOW, i.e. Teams and SharePoint sites, etc.
- Lee's Summit will ensure the timely availability of its resources who may be required to provide input, review, and approve the deliverables specified in this SOW.

Items Out of Scope

The following items shall be considered outside the scope of this statement of work. **Avaap can provide these services, pending execution of a project change request.**

- Customizing the Workday Adoption Kit materials and content with the client's configuration, for ESS and MSS functions and ESS and MSS users.
- Development of net new training materials or job aids that are not included in the Workday Adoption Kit. These are the responsibilities of Lee's Summit.
- Training logistics, including identification and scheduling of physical training space, procurement of laptops or other technology required for training, scheduling of participants for specific sessions, completion tracking, import of any self-paced training materials into a learning management system (LMS).

Appendix B: Avaap Implementation Methodology

The Avaap Elements Deployment Methodology for the Full Workday Platform of the following four Stages: Plan, Architect & Configure, Test, and Deploy (each, a “Stage”).

The Services and Deliverables within each Stage of the methodology are explained below. Deliverables and the respective responsible parties are listed for each Stage.

Implementation

Plan Stage

- The Plan stage's objectives are to further define and confirm the project scope and establish and develop the processes required to plan and control the project.
- This stage of the project formally documents the project goals, scope, timeline, and milestones that will be executed as part of the complete project plan.
- The Plan Stage defines the project team members, and the roles and responsibilities that shall be performed in accordance with the Avaap project plan, communication strategy, and deployment methodology.
- Final resource assignments will be confirmed in the Plan Stage.
- The stage starts with a project orientation meeting to begin the project planning activities and concludes with a formal project kickoff at the end of the stage for the larger project team.
- The Avaap Change Management team provides Workday Readiness Workshops for the City's Workday functional leads and subject matter experts to onboard them to the project and prepare them for A Day In The Life on a Workday Implementation. These workshops give clients functional resources and basic tools, a review of general project expectations, and level sets the client on the importance of managing change in digital transformation. These workshops set the City up for success as you embark on your journey.

The following table provides an overview of tasks and activities to be completed during the Plan Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Plan	<ul style="list-style-type: none">• Assemble the AVAAP project team and introduce to Customer counterpart• Review Approach, Scope, and integration discovery document with Customer• Schedule recurring project meetings and status reporting• Jointly schedule planning sessions• Establish a regular cadence of meetings including attending the steering committee meetings• Create the integration tracker (dashboard)• Conduct project planning sessions• Create the Project Plan• Provide data conversion and configuration workbooks• Assist with questions regarding mapping of data to Workday data model	<ul style="list-style-type: none">• Identify and provide project team and project SMEs• Identify stakeholders, sponsors, and system administrators• Establish and attend monthly Steering Committee meetings including AVAAP Engagement Manager (AAAP EM)• Participate in planning sessions• Provide input into the Project Plan• Provide integration requirements and existing sample files• Notify third-party vendors for integrations and obtain agreement to project timelines• Provide third-party vendor contact information and confirm

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	<ul style="list-style-type: none"> • Develop data conversion strategy and plan • Conduct Foundation Data Model sessions. • Jointly schedule alignment workshops (SMEs planning for design) • Jointly create the executive presentation for project kickoff meeting • Receive foundation tenant from Workday • Participate and support the project kickoff meeting • Develop training plan for project resources • Work with Customer to set up AVAAP's SFTP site for sharing confidential/private employee data • Load Customer data for foundation tenant • Schedule and conduct Project Initiation Checkpoint Workday Delivery Assurance review • Provide stage sign-off document 	<p>third-party vendors agree to project timeline</p> <ul style="list-style-type: none"> • Complete data gathering and configuration workbooks and submit to AVAAP's Secure File Transfer Protocol (SFTP) site • Identify initial risks and recommendations to reduce risk • Initiate process of receiving requirements to third-party vendors • Receive integration requirements from third-party vendors • Confirm Customer Named Support Contact (NSC) • Identify key resources to complete Workday training • Complete Workday training including workbook, integration, and functional training • Jointly create the executive presentation for project kickoff meeting • Lead the project kick off meeting • Provide plan and policy documents • Work with AVAAP to set up AVAAP's SFTP site for sharing confidential/private employee data • Provide required data for build of foundation tenant and submit to AVAAP's SFTP site • Jointly schedule alignment workshops (SMEs planning for design) • Sign off on stage
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Plan Stage Assumptions:

- Each party shall assign a Project Manager/Engagement manager to manage such party's roles and activities for this Project.
- Avaap Engagement Manager and Consultants shall provide an overview of preparation activities to the Client leads.
- Client shall assign a Test Lead as the overall owner of the testing processes across the Stages.
- Client Test Lead shall plan for the development of the deployment's test strategy and for training Client resources on test scenario creation. The Avaap Engagement Manager shall support the Client Test Lead in these activities by helping them prepare for the two workshops to be conducted in the Architect Stage: test strategy and test scenario creation. The client is responsible for the development of test scenarios.
- Each party shall assign an applicable executive sponsor(s) to participate in Steering Committee meetings and be available to assist in resolving issues.

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- Client agrees to use Avaap's standard collaboration tools, Smartsheet and SharePoint, to maintain Project documentation and support Project administration.
- Client will provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap personnel while working at Client's location. The Avaap project team will be in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area

Architect & Configure Stage

The Architect and Configure Stage of a Workday deployment allows the Avaap Workday Consultants to find a mutual understanding of the client's business needs and to analyze how Workday will be deployed to meet those needs and then configure to meet those needs all through guided smaller iterations. Avaap Workday Consultants will demonstrate Workday best practices and configuration, to align the client's business practices with Workday delivered functionality.

Unit testing may identify configuration changes and data clean-up activities prior to end-to-end testing and will be captured and used to build the "end to end" tenant.

Unit testing will include knowledge transfer on how to execute the test scenarios targeted for the functional configuration, reports, and integrations. Formal Customer Confirmation Sessions (CCS) are held after Unit Testing.

The following table provides an overview of tasks and activities to be completed during the Architect & Configure Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Architect & Configuration (Alignment)	<ul style="list-style-type: none">• Manage the project plan• Participate in weekly project meetings• Provide status report and attend monthly Steering Committee status meetings• Conduct weekly workstream meetings• Gather interface requirements• Conduct Foundation Alignment Sessions• Deliver the AVAAP assigned integration design documents• Add configuration approved from alignment workshops to complete the configuration tenant• Provide validation reports for the foundation tenant• Finalize Tenant Management Plan• Schedule and conduct Workday Delivery Assurance reviews• Provide stage sign-off document• Conduct alignment sessions for in scope functionality	<ul style="list-style-type: none">• Provide input to the project plan• Participate in weekly project and workstream meetings• Hold steering committee meetings• Provide project SMEs for Alignment workshops• Assist in clarifying configuration requirements• Complete Workday training• Participate in alignment workshops• Conduct integrations architect workshop (design sessions) for Customer assigned integrations• Review and sign off integration design documents (after detailed design review sessions)• Validation of foundation tenant build• Reviewing existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the alignment stage

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		<ul style="list-style-type: none"> Define and document test plan and test scenarios (end-to-end, user acceptance criteria) Sign off on stage
	<ul style="list-style-type: none"> Build integrations Begin functional knowledge transfer process during configuration unit testing. Jointly conduct Customer Confirmation Sessions (CCS) Conduct unit testing of integrations developed by Avaap Conduct configuration unit testing Create Integrations operations instructions guide for Avaap assigned integrations Assist with questions regarding mapping of data to Workday data model Build of end-to-end tenant Provide exception reports/issues log from end-to-end tenant build Provide validation reports and support validation efforts of end-to-end tenant Advise on test scenarios Design and develop any custom reports which are in Scope Conduct smoke test for functional configuration of end-to-end tenant 	<ul style="list-style-type: none"> Jointly conduct CCS Build Customer assigned integrations Create integration operations guides for all Customer assigned integrations Finalize test scenarios, test scenario assignments and detailed daily test plan Update and sign off on configuration because of CCS Provide required data for end-to-end tenant and submit to Avaap's SFTP site Update data gathering workbooks for end-to-end tenant Validation of end-to-end tenant build Review and resolve issues from exception reports Sign off on stage

For sample list of deliverables, see **Appendix C: Deliverable Expectation Document**.

Architect & Configure Stage Assumptions

The goal of the Client is to standardize and align business processes, business practices, and business policies across the enterprise. The Client is responsible for verifying that the configured content is appropriate for the Client. Business process approval routings and condition rules will be configured based on standardization and alignment to Workday delivered functionality across business processes.

Business process configuration that has significant deviation from leading practices and requires excessive levels of condition rules to support a non-standardized process is out of scope and subject to the change order process.

Avaap will provide guidance and a knowledge sharing plan to empower Client functional/technical resources on how to complete the activity. Avaap will also provide Workday best practice support as the Client configures the remaining items outside of the scope guidelines.

- Client shall have knowledge of and/or provide documentation that reflects its existing business processes.
- All Client Subject Matter Experts must attend Workday Fundamentals training for their area of responsibility prior to the start of the Architect & Configure Stage.

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- Avaap consultants shall review all relevant functional, technical, and project management related documentation provided by Client prior to the start of alignment sessions.
- Avaap and Client resources shall review and align business processes and configurations during the alignment sessions.
- The client is responsible for the timely coordination of internal resources necessary to conduct all required workshops.
- Client shall extract data from its current systems, ensure data quality, and provide data in the format required by Workday via Avaap provided data gathering workbooks.
- Client Test Lead shall populate the Avaap provided test strategy template support the testing cycles, including roles and responsibilities, testing schedule and process for managing test execution and issue resolution.
- Client Test Lead shall work with Avaap Engagement Manager to set up Avaap provided tools used to track execution of test scenarios, resolution of defects, and report test status metrics.
- Client is responsible for completing agreed upon testing activities.
- Client is responsible for the test strategy, approach, and test scenarios for each of the test cycles.
- Client shall perform unit testing to ensure the requirements are met, defects found and resolved before entering end-to-end testing.
- Client shall develop the test resource plan and assign each scenario to the testers to ensure all scenarios are executed.
- Avaap Engagement Manager and Functional leads shall support Client during the unit testing to ensure critical defects are resolved and closed.
- Avaap Engagement Manager and Functional leads shall review the test strategy and test scenarios created by the Client to verify they reflect the design decisions made in the deployment.
 - Client functional and technical analysts shall develop the user test scenarios and scripts. Avaap shall provide standard test scenarios to be used as a foundation; however, Client team shall develop detailed test scenarios based on Client's user requirements and system configuration.
 - A select group of Client end users shall conduct unit testing with defined scenarios to confirm the operation of the Workday Service. Formal sign-off by Client is required. Avaap shall provide reasonable guidance to support testing.
 - Client shall provide necessary training to testing participants on the Workday Service, Client's intended configured design of the Workday Service, and test management procedures and tools.

Test Stage

The Test Stage consists of separate testing efforts (for the Platform deployment), each with a different set of conditions and a different purpose:

- End-to-End testing: holistic, business function testing that crosses functional areas and is performed by Client to verify the system functions as expected. This test effort includes all relevant business processes, integrations, and reports.
- Production Dress Rehearsal: testing to verify system expectations are met. The Parties will prepare the participants for testing. The testers will execute the production dress rehearsal, in accordance with the test plan schedule. Deficiencies will be noted, and defects will be categorized into severity levels described in the table below. The severity of each testing issue will be determined through mutual agreement between Avaap and Client.
- Regression testing: Re-test to ensure no impact on business functions due to recently released functionality. Isolated testing for the moves to Production. Preparation for milestone functionality uptakes.
- Parallel Testing: payroll results from Workday Payroll are compared to the legacy system same period processing and material differences are either reconciled or corrected. A separate Parallel Payroll Tenant is copied from the existing End to End tenant to support this test effort. Client will perform any required

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catch-up transactions to bring the Tenant in line with transactions for the identified test periods for the equivalent time. Detailed YTD totals for all earnings, deductions, taxes, and taxable and subject wages are required to be loaded at the employee level to produce accurate results. This test effort includes a maximum of three (3) iterative cycles of testing for each unique payroll cycle. Each cycle must meet an established level of accuracy before proceeding to the next cycle or to the conclusion of the Test Stage. These parallel cycles will be simulated rather than in real time. Transaction entry and reconciliation will be completed by Client.

Testing Severity Levels

Defect Categories		
Severity Level	Description	Example
1	System failure. No further processing is possible.	Complete lack of system availability, results, functionality, performance, or usability.
2	Unable to proceed with selected functionality or dependent.	Subsystem availability, key component unavailable or functionality or requirements incorrect, and workaround is not available.
3	Restricted function capability; processing can continue.	Non-critical component unavailable or functionally incorrect; incorrect calculation results in functionally critical key fields/dates, and workaround is available.
4	Minor cosmetic change.	Usability errors; screen or report errors that do not materially affect quality and correctness of function, intended use, or results.
5	Change Request	The identified issue is a change to the agreed upon Statement of Work. Initial business triage and prioritization is required and may require analysis and estimation of the additional consulting effort. Upon business approval and funding provision, Avaap will process the item in the proper priority order.
6	Training Issue	Issues that do not require configuration changes but are noted for education/communication purposes. Resolution of these items are not required testing sign-off or go-live. Any additional action required is owned by the business.

The following table provides an overview of tasks and activities to be completed during the Test Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Test	<ul style="list-style-type: none">• Manage the project plan and participate in weekly project meetings• Create integrations schedule recurrence tracker• Participate in test kickoff session• Conduct one (1) hour navigation review per workstream, at start of test cycle• Participate in one (1) thirty (30) minute daily end to end	<ul style="list-style-type: none">• Provide input to the project plan and participate in weekly project meetings• Lead test kickoff session• Execution of all test scenarios (end-to- end, parallel, user acceptance and regression)• Manage and sign off on all test results (end-to-end, user acceptance and regression)• Prepare for user acceptance testing

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	<p>or parallel test status meeting, limited to one (1) Avaap functional workstream consultant and one (1) Avaap integration consultant, if applicable for workstreams where there is an open issue</p> <ul style="list-style-type: none"> • Support integration defect resolution for AVAAP assigned integrations • Provide knowledge transfer, operations guides, and validated & tested integration systems for Customer testing of AVAAP built integrations • Provide testing oversight and support • Copy End-to-End test tenant for parallel payroll testing • Provide parallel variance reports and support variance analysis • Provide sample deployment cutover plan • Conduct up to three (3) one (1) hour knowledge transfer meetings per workstream • Schedule and conduct Workday Delivery Assurance reviews • Provide Workday Go-Live checklist • Provide stage sign-off document 	<ul style="list-style-type: none"> • Provide person data for parallel tenant and submit to AVAAP's SFTP site • Create/maintain parallel testing defect tracking log • Review and resolve issues from exception reports • Complete catch-up data transaction entry for each parallel cycle as defined by Parallel Testing Strategy • Execution of parallel per Customer defined Parallel Testing Strategy and success criteria • Review parallel variance reports and conduct root cause analysis • Provide cut over schedule for legacy systems • Provide functioning Customer assigned interfaces per the test plan • Develop deployment cutover plan • Train end users • Complete and sign the Workday go-live checklist • Sign off on stage
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Test Stage Exit Deliverables

A sample list of deliverables and acceptance can be found in **Appendix C: Deliverable Expectations Document**.

Test Stage Assumptions

- Client has completed configuration unit testing in Architect & Configure stage and is ready to perform end-to-end testing and the remaining test cycles.
- Client testers have been trained to execute the test scenarios for each of the test cycles.
- Client has completed the test resource planning and assigned all the test scenarios to each of the testers.
- The Client Test Lead shall drive the test execution process, set up daily check in meetings, assign and follow up on defects for closure.
- Client Test Lead shall develop daily status reports to provide progress, defect volume, and metrics.
- The Avaap Engagement Manager and Functional Leads shall support the Client Test Lead and test team during test execution of each of the test cycles.

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- The Avaap Engagement Manager shall provide guidance, informal knowledge transfer, and advisement to the Client Test Lead during test execution defect management, and status reporting.
- The Avaap Engagement Manager shall help the Client Test Lead to prioritize the severity of the defects and ensure timely assignment and follow-up for resolution.

Deploy Stage

Upon completion of Test Deliverables, the Project is ready to move to production. This Stage includes the completion of final training for Client's end users, transaction entry into the legacy system(s) is stopped (freeze period), the final data load(s) into the Workday Service are executed, and the Go-Live Checklist is completed.

The following table provides an overview of tasks and activities to be completed during the Deploy Stage.

Stage	Avaap Responsibilities	Client Responsibilities
Deploy	<ul style="list-style-type: none">• Co-manage the project plan, participate in weekly project meetings and steering committee meetings• Provide the Workday Go-Live authorization• Schedule the transition to production support meeting with Client (held after move-to-production)• Co-schedule daily build meetings during active tenant build timeframes• Participate in daily build calls• Jointly complete the Workday Go-Live announcement• Provide stage signoff document• Update integrations schedule recurrence tracker as needed• Verify migration of Avaap assigned integrations• Schedule integrations according to the integration schedule recurrence tracker• Utilize Build Issues Checklist to record any issues during any build activities• Build GOLD tenant• Produce and deliver tenant validation reports• Execute move to production	<ul style="list-style-type: none">• Co-manage the project plan, participate in weekly project meetings and steering committee meetings• Co-schedule daily build meetings during active tenant build timeframes• Participate in weekly project and workstream meetings• Participate in daily build calls• Manage and execute on deploy cutover plan• Jointly complete the Workday Go-Live announcement• Approve and sign off on the Workday Go-Live announcement• Sign off on project stage• Produce final Post Production Support strategy• Utilize Build Issues Checklist to record any issues during any build activities• Review and resolve issues during any build activities• Complete catch-up transaction entry• Validation of the GOLD tenant build

Deploy Stage Exit Deliverables

A sample list of stage deliverables and acceptance can be found in **Appendix C: Deliverable Expectation Document**.

Deploy Stage Assumptions

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- Client shall validate that all configuration and worker data conversion has been completed in the Pre-Production (Gold) tenant.
- Client shall assume responsibility for the functional and technical configurations of the Workday Service as part of post-production with full responsibility at time of Project closure.

Post-Production Support

Client will receive the following post-production support periods as part of this implementation:

Four weeks Post-Production

Description	Avaap Responsibilities	Client Responsibilities
Post Go Live Support	<ul style="list-style-type: none">• Provide standby support after go-live• Conduct knowledge transfer sessions for Avaap developed integrations• Provide stage sign off document	<ul style="list-style-type: none">• Staff and manage help desk• Make any updates to production• Sign off on stage

Post-Production Support Stage Assumptions

- a) Post-production support will cover items that were documented and configured during the implementation. Net new configuration requests will go through AMS support.
- b) Avaap resources may shift during the 4-week period.
- c) After the initial consulting team support period, Avaap's optional Application Management Service (AMS) process can be used to address issues/requests beyond the four weeks as outlined in the SOW.
- d) Consulting team support is limited to defects related to go-live and any pre-move to production items identified as "punch list" items
- e) All knowledge transfer is expected to be completed prior to the end of the consulting team support period and is limited to the Workday-recommended standard knowledge transfer required to maintain the Workday service in production
- f) New functionality and additional training are not included in the implementation team post-production support period.

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Appendix C: Deliverable Expectations Document

The inventory of deliverables listed below is meant to be a representative list. This list will continue to be refined and updated as the team moves through the respective planning phases for Platform deployments.

Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	Plan	Project Charter Document	<p>Provides authorization for the project and identifies project goals, objectives, scope, governance structure, roles, and responsibilities.</p> <p>Acceptance Criteria: Project Charter accepted in writing by Client in accordance with Deliverable Acceptance Procedure finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Plan	Project Management Plan - (V1)	<p>Initial draft of the project schedule for the project management activities and related monitoring of the project activities (v1 is created/reviewed). This is a living document that will be updated revised by Avaap/Client management throughout the program. Avaap takes the lead to produce the initial draft then turns it over to the Client for review and addition of client specific activities and/or dependencies. that will then be jointly revised and managed between Avaap and Client throughout the project.</p> <p>Acceptance Criteria: Project management planV1 created and jointly reviewed by Avaap EM and Client PM. Accepted in writing by Client in accordance with Deliverable Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Plan	Schedule Foundation alignment sessions	<p>Foundation Alignment sessions are identified and scheduled between Client and Avaap for in scope phase functional/technical areas.</p>	Avaap	Client

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			Acceptance Criteria: Sessions are identified and scheduled between Avaap Consultants and Client functional/technical leads. Session schedule is accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.		
1	Plan	Initial Data Gathering Workbook	Review initial workbook used to gather the Client information inclusion in the Foundation Tenant. Acceptance Criteria: Workshops conducted to review data gathering workbooks to educate Client on data so extraction can begin. Workshops completed and accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	Avaap	Client
1	Plan	Organizational Change Management (OCM) Plan -V1	OCM plan created and integrated with overall project plan. OCM plan addresses relevant tasks and activities for implementation This is a living document that will be updated and revised by Avaap/Client management throughout the project. Avaap takes the lead to develop the initial version of plan, that will then be jointly revised and managed between Avaap and Client throughout the project Acceptance Criteria: OCM plan (V1) created and accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	Avaap	Client
1	Plan	Project Kickoff	Introduce team members and executive sponsors. Overview of project goals, review of scope and high- level timeline. Identification of project roles and responsibilities.	Client and Avaap (Shared)	

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			<p>*If agreed upon by both parties, this Kick-Off can also occur on the first day of Architect Design sessions in the Architect Phase</p> <p>Acceptance Criteria: Project kickoff conducted and accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>		
1	Plan	Delivery of Foundation Tenant	<p>Delivery of the initial Foundation tenant</p> <p>Acceptance Criteria: Foundation Tenant delivered to the project team for use in System Design & Build. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Avaap	
1	Plan	Plan Stage Sign off	<p>Completion of stage deliverables.</p> <p>Acceptance Criteria: Acceptance and approval of stage deliverables accepted in writing by Client in accordance with Deliverable Acceptance procedure that is finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	A&C	Testing Strategy Document – V1	<p>Initial Testing Strategy document (V1) will define the testing strategy for each type of testing planned, purposes, responsibilities, guidelines, high level schedule, and other information specific to each round of testing to occur in the Test Stage.</p> <p>Acceptance Criteria: Initial Testing Strategy document created and jointly reviewed by Avaap EM and Client PM. Accepted in writing by Client in accordance with Deliverable Acceptance procedure that is finalized as part of the Project Charter.</p>	Client	Avaap

Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	A&C	Tenant Management Plan	<p>Define the plan for managing each tenant.</p> <p>Acceptance Criteria: Tenant Management Plan created reviewed with the Client PM. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Avaap	n/a
1	A&C	Complete Foundation Alignment Sessions	<p>Complete alignment sessions between Client and Avaap for in scope phase functional & technical areas.</p> <p>Acceptance Criteria: Sessions are completed between Avaap consultants and Client functional/technical leads. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Avaap	Client

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	A&C	Deliver Configuration and Data Gathering Workbooks	<p>Complete and deliver all Configuration Workbooks (CWB) and Data Gathering Workbooks (DGWB) for in scope phase functional areas after Alignment Workshops are complete.</p> <p>Acceptance Criteria: All Configuration Workbooks and Data Gathering Workbooks are delivered to Client. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Avaap	Client
1	A&C	Provide all required Workbooks for E2E Tenant Build	<p>Provide sign-off on all required CWB workbooks used to document design elements for all in scope (as defined in Section 2.3) phase functional areas.</p> <p>Populate all required DGWB workbooks used to gather the Client information for inclusion in E2E Tenant build. The Client at this time will document any required data mapping, extraction scripts, etc., and keep updated throughout the project.</p> <p>Acceptance Criteria: All Configuration Workbooks have been reviewed and signed off on by Client as defined by the Acceptance Criteria developed as part of the Project Charter. Data gathering workbooks are populated in the required format for inclusion in the E2E tenant build. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client	Avaap

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	A&C	Scheduled Customer Confirmation Sessions	<p>Initial customer confirmation sessions between Client and Avaap are scheduled for in scope phase functional/technical areas.</p> <p>Acceptance Criteria: Sessions are scheduled between Avaap Consultants and Client functional/technical leads. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Avaap	Client
1	A&C	Final Configuration Workbooks	<p>Deliver final Configuration Workbooks to Client.</p> <p>Acceptance Criteria: Configuration Workbooks accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p> <p>After this acceptance it is the Client's responsibility to update and maintain these design documents if they choose to do so.</p>	Avaap	Client
1	A&C	End to End Tenant Build	<p>End to End Tenant - Configured tenant based on the decisions made in the Stage. The Client is responsible for validating its accuracy.</p> <p>Acceptance Criteria: E2E tenant build complete and available to project team for use during End-to-End testing. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	A&C	Test Scenarios	Client defines all test scenarios to run successfully during testing. Avaap will provide the Client with test scenarios from the Workday	Client	Avaap

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			deployment guide as a starting point and facilitate the completion of these by the Client. Acceptance Criteria: Test scenarios refined, created, and accepted based on Client uniqueness. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.		
1	A&C	A&C Stage Sign off	Completion of stage deliverables. Acceptance Criteria: Acceptance and approval of stage deliverables. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	Client and Avaap (Shared)	

Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	Test	Completed End to End Testing	Completed test cycle to validate the flow of end-to-end processes between multiple functions and third-party integrations. Support from Avaap will include answering questions on transaction processing as well as trouble shooting and supporting the Client in correcting issues found. Acceptance Criteria: End to end tests completed based on the stringing of unit tests together and results documented in project portal. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.	Client	Avaap

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	Test	Completed Payroll Parallel Testing	<p>Completed payroll parallel testing for 3 payroll parallel test cycles. Support from Avaap will include answering questions on transaction processing as well as trouble shooting, and correcting issues found.</p> <p>Acceptance Criteria: Three consecutive payroll cycles tested, reconciled, and completed per the parameters laid out in the Testing Strategy Document. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client	Avaap
1	Test	Completed Production Dress Rehearsal Testing	<p>Completed test cycle to validate acceptance of system. Support from Avaap will include answering questions on transactional processing. Client will be responsible for correcting issues found.</p> <p>Acceptance Criteria: Production Dress Rehearsal tests completed based on end-to-end testing representing Client departments and results documented in project portal. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client	Avaap
1	Test	Initial Cutover Plan – V1	<p>Initial plan for cutover to Workday used to track completion of activities and overall status of the cutover. This is a living document that will be updated revised by Avaap/Client management throughout the program.</p> <p>Acceptance Criteria: Cutover plan V1 created jointly reviewed by the Avaap EM</p>	Client and Avaap (Shared)	

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			and Client PM. Accepted in writing by Client in accordance with Deliverable Acceptance procedure that is finalized as part of the Project Charter.		
1	Test	Test Stage Sign-off	<p>Completion of stage deliverables.</p> <p>Acceptance Criteria: Acceptance and approval of stage deliverables. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	

Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
1	Deploy	GOLD/Pre-Production Tenant Build	<p>All configuration and data migrations are complete based on in scope requirements for Phase 1. Validated by the Client</p> <p>Acceptance Criteria: GOLD tenant delivered to Client project team for final validation and catch-up transactions. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	Deploy	Final Go-Live Workday Checklist	<p>Completion of the Workday Go Live Checklist, including all required information, prior to Workday's Project Readiness – Deploy Delivery Assurance Review.</p> <p>A copy of the Go-Live Checklist must be reviewed, signed and attached to the Move to Production Workday case at least 2 weeks prior to it.</p>	Client and Avaap (Shared)	

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			Acceptance Criteria: Go-Live Checklist created and accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.		
1	Deploy	Deploy Stage Sign-off	<p>Completion of stage deliverables.</p> <p>Acceptance Criteria: Acceptance and approval of stage deliverables. Accepted in writing by Client in accordance with Deliverable Acceptance procedure finalized as part of the Project Charter.</p>	Client and Avaap (Shared)	
1	PPS	Post-Production Support Complete	<p>Complete 6-week postproduction support activities</p> <p>Acceptance Criteria: 6-week post production support period completed wherein all true defects, either related to go-live activities or previously identified and agreed upon by both Avaap and Client as “punch list” items have been resolved. Timely testing of these defects and/or punch list items is the responsibility of the Client. Phase Acceptance granted by Client.</p> <p>All knowledge transfer is expected to be completed prior to the end of the consulting team support period and is limited to the Workday-recommended standard knowledge transfer sessions required to maintain a Workday service in Production.</p> <p>Accepted in writing by Client in accordance with</p>	Avaap	Client

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Phase	Stage	Deliverable	Description and Acceptance Criteria	Owner	Contributor
			Deliverable Acceptance procedure finalized as part of the Project Charter.		

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Appendix D: Detailed Project Roles

Avaap Team Roles

Avaap Role	Description of Role
Executive Sponsor/Program Director	Each project is assigned an Avaap Executive Sponsor and/or Program Director. This individual will serve in an advisory role and will provide oversight for the entire project. This individual provides an escalation point for any issues related to the delivery of services or that could adversely affect the project's timeline or budget. This individual maintains executive level relationships with the Client and participates in Steering Committee meetings to facilitate effective project governance. The Executive Sponsor will handle any negotiation related to scope or resource changes as required to successfully execute the project and any associated Change Orders.
Engagement Manager	Avaap will designate an Engagement Manager to be responsible for working with the Client Project Manager to ensure the overall and timely success of the initial deployment of each work stream. The Engagement Manager will help guide the deployment by providing Avaap best practices as they relate to project management techniques, the use of Avaap tools and templates, and leveraging Avaap's implementation methodology. The Engagement Manager will staff the project with Avaap or partner resources and guide their activities based on a mutually agreed upon project plan. The Engagement Manager will provide overall project status to key members of Client and Avaap's management team and participate in internal review meetings to help ensure the project is meeting deadlines and mitigate any risk.
Solution Architects/Leads	Responsible for providing cross-functional oversight to the Functional Consultants to help manage configuration and design challenges. The Solution Architect will drive consistency, efficiency and focus on the Client's objectives. Each Solution Architect maintains an overarching view of the functional aspects of the Client's Workday deployment and provides senior guidance in the details of Workday. As well, each Solution Architect leverages lessons learned from other projects to facilitate the most effective and efficient approaches and techniques related to design, configuration, integration development, testing, data conversion, reporting, and complete alignment with Workday.
Functional Consultant(s)	Responsible for working with Client to design business processes, gather functional and reporting requirements. The Consultant configures Workday according to Client requirements and documents any areas where requirements are not met. They provide best practices to ensure the Client is taking full advantage of the features/functions of the Workday solution. They support testing, data conversion, knowledge transfer, change management and integration development efforts. They escalate issues that may impact the go-live date to the Avaap Engagement Manager.
Technical Consultant(s)	Responsible for working with the Avaap Business Consultant and Client Business Analysts to gather and document integration requirements. The Integration Consultant supports the configuration and testing of Avaap packaged integrations and the development of Client integrations as defined by the Statement of Work along with knowledge transfer.
Subject Matter Experts	Identified as needed during this implementation. Example roles could be HCM SME, Security SME, or future Workday product experts.

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Avaap Role	Description of Role
Organizational Change Management Consultants	Responsible for executing the Avaap Change Approach (People Engagement, Assess & Align, Plan & Activate, and Measure & Sustain), and the various elements of the change management plan according to the change strategy in conjunction with the Client OCM resources. The consultant(s) work closely with the client OCM lead and resources, the Engagement Manager, and the Functional Leads to address, coordinate and deliver the organization on the elements derived from change. The OCM consultant(s) will collaborate with the client OCM team and the client project team to assess the areas impacted by the project, define the strategies that will be employed to mitigate the risks associated with change, and to develop a plan to address key areas.

Client Team Roles

Client personnel are experts on Client business and technologies. As such, they will have responsibility for providing project management, non-Workday functional, technical, and culture expertise to the project. The following chart depicts the delineation in the roles as it relates to Client project team:

These roles may be further refined during the project Plan Stage based on Client availability and organizational structure.

Client Role	Description of Role
Executive Sponsor / Steering Committee	Provides funding and support for the Project including ensuring all appropriate resources are available for the Project; resolving issues that are blocking the critical path of the Project, providing overall direction to Client's Project Manager and may sign, or delegate signing of, key deliverables/Project milestones.
Project Champions (one or more Client executives depending on the project scope and executive expertise)	Acts as a vocal and visible champion, legitimizes the project's goals and objectives, keeps abreast of major project activities and is a decision-maker for the project. The Project Champion provides strategic support for the Project Manager; assists with major issues, problems, and policy conflicts; removes obstacles; is active in planning the scope; approves scope changes; signs off on major deliverables; and signs off on approvals to proceed to each succeeding project stage. The Project Champion is the project advocate, ensuring the overall success and direction of the project. Ideally this person has both technical acumen, process and project management acumen and is respected as a leader among the end user community. This person builds relationships across functions and acts as a change management champion and catalyst for transformation through all stages of deployment and once in production. The Project Champion sets the organizational message and expectations for all Workday users.
Client Project Manager	Provides day-to-day direction for Client roles by owning the project plan, establishing, and managing project details, deliverables, schedules, tasks, and assignments. Additionally, this role will coordinate activities with other teams, including 3rd party providers and identifying potential issues and proactively resolving the issues to minimize the impact to the project budget, scope, and schedule.
Business Analysts (Subject Matter Experts)	The individual or individuals who are familiar with Client business processes and systems and can provide information to the Business Consultants to configure the Workday Solution. Responsibilities include: Communicating functional requirements that need to be configured in Workday; describing current business

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Client Role	Description of Role
	processes and working with the team to simplify and improve; working with Business Consultant to help map and load data into Workday; actively participating in all testing activities; cleansing data prior to providing it to Avaap Business Consultant; standardizing job, compensation, and organization set-up data; loading existing data; validating data converted into the Workday solution; developing custom reports; and conducting end-user training.
Technical Analysts (Subject Matter Experts)	Technical resources that will perform the following: provide expertise on the third-party interface requirements; design, develop, and test all custom integrations identified in Project scope; assist Avaap in the configuration and testing of all Workday integrations identified in the Project scope; export data from legacy systems and support the conversion and loading of data into Workday.
Testing Lead	The individual is familiar with Client business processes and systems and will assist with coordinating the resources in the various test cycles. As part of this role, the individual is expected to help collect and assemble test scripts, organize into the Avaap provided Testing Management Tool, ensure that tests are executed and the subsequent results are collected from functional Testers and maintained in the Testing Management Tool, ensure that any issues/defects are document by the functional Testers using the identified defect management process.
Workday Administrator	This resource will be a key contact to Workday's Client Success during deployment. He/she may be responsible for logging Client care cases, training, or other Client Success activities. This resource will be the person responsible for the Workday solution following the Move to Production. Typically provides "Tier 1" support to the Client's organization and serves as point of contact for the Workday Production Support team and to Avaap. Looks for ways to optimize and improve the use of the Workday application. Coordinates and ensures updates are planned for and executed properly.
OCM Lead	Responsible for the overall OCM partnership with Avaap, the internal leadership of OCM resources, and the client facing change leadership. Responsible for the execution of OCM related tasks, activities, and deliverables outlined in the change strategy and associated plan(s).
OCM Resources	Assist with and support the delivery and execution of activities in the OCM plan(s). May include but not limited to communications content development, review, approval, or dissemination, facilitation, coordination, or leadership of the change network, training content development, and training logistics and/or end user training delivery support.

Client will:

- designate and involve a senior executive to be actively involved in project oversight and to serve as a project champion who can be available to resolve escalations impacting the fundamental success of the project;
- provide safe access, suitable office space, supplies, high speed connectivity to the Internet, and other facilities needed by Avaap personnel while working at Client's location. The Avaap project team will be located in an area adjacent to Client's project personnel, and all necessary security badges and clearance will be provided for access to this area;

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- ensure that Client staff is available to provide such assistance as Avaap reasonably requires and that Avaap is given reasonable access to Client senior management, as well as any members of its staff to enable Avaap to provide the Services. Client will ensure that its staff has the appropriate skills and experience. If any Client staff fails to perform as required, Client will make suitable additional or alternative staff available;
- provide all information and materials reasonably required to enable Avaap to provide the Services. Avaap will not be responsible for any loss, damage, delay, or deficiencies in the Services arising from inaccurate, incomplete, or otherwise deficient information or materials supplied by or on behalf of Client;
- obtain and manage (with appropriate agreements in place) any third parties and those third-party products (including any hardware, software, communications equipment, and the like) and services upon which Avaap is relying on to provide the Services described herein (e.g., Workday and third-party services integrated with Workday);
- **Note: Client** acknowledges and agrees that Avaap is not responsible for any project delays resulting from defects or functionality gaps in the Workday software.
- contract directly with Workday for Workday Delivery Assurance and Workday Delivery Assurance Manager services;
- **Note: Client** acknowledges and agrees that all deliverables and services provided as part of such Workday services are the responsibility of Workday.
- provide Avaap with access to all preparatory analyses, including readiness assessments, total cost of ownership estimates, requirements analyse, and Workday fit/gap assessments;
- be responsible for standardizing system agnostic business processes, business practices, and business policies across the enterprise with minimal exceptions.
- decide whether the Workday delivered content and business processes meet the Client's needs or will the Client deviate from the pre-configured content and business processes (Note: Changes in scope may result in additional costs, configuration, and testing.);
- verify Client has appropriate agreements in place with third parties whose work may affect Avaap's ability to provide the Services. Unless specifically agreed to otherwise in writing, Client is responsible for the management and performance of third parties, and for any third-party hardware, software or communications equipment used in connection with the Services;
- if making available to Avaap any facilities, software, hardware, or other resources in connection with Avaap's performance of Services, obtain at no cost to Avaap, any licenses or approvals related to these resources that may be necessary for Avaap to perform the Services. Avaap will be relieved of its obligations that are adversely affected by Client's failure to promptly obtain such licenses or approvals. Client agrees to reimburse Avaap for any reasonable expenses that Avaap may incur from Client's failure to obtain these licenses or approvals;
- be solely responsible for testing and any move-to-production activities, when production is live, which shall include configuration, business processes, data, reports, and integrations. Client will provide written acceptance of test results to Avaap at the end of the Test Stage. If Avaap agrees in writing to access Client's production tenant for move-to-production activities, client shall verify production results and is solely responsible for production accuracy. Client shall provide written acceptance to Avaap after such move-to-production activities.
- perform Client roles and responsibilities as indicated in the "Roles and Responsibilities" Appendix C and the "Information Security Responsibilities" defined in section 5.2.

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Workday Roles

Workday Role	Description of Role
Workday Delivery Assurance Group	Avaap partners closely with Workday for the mutual benefit of all parties continually throughout the deployment. The primary avenue of this partnership is through Workday Delivery Assurance. Comprised of Workday Implementation Specialists, the Delivery Assurance Group works with team toward the implementation of Workday.

Appendix E: Definitions

Capitalized terms not otherwise defined in this SOW are defined elsewhere in the Agreement and have the same meaning in this SOW as ascribed to them therein.

- **Application Management Services (AMS)** – as part of your ongoing support for the Workday platform, the team will roll out a formalized process to ensure effective management and prioritization of Workday requests and cases in a manner that prevents adverse impact on the end-user’s ability to use the system. The AMS team can be used to support the following:
 - **Optimization** – Avaap will provide Workday Certified resources to help with tenant diagnostics, existing configuration assessments, business process reviews, and integration health checks.
 - **Enhancements** – Avaap will provide Workday Certified resources to assist with the deployment of new functionality, or integrations.
 - **Presentations** – Avaap can be requested to demonstrate new functionality or integrations. The Consultant can also be assigned tasks in researching data related issues and identifying the root cause.
 - **Update & Release Support** – Assistance with reviewing the release notes, demonstrating new changes, and testing impacts to the existing functionality.
 - **Testing** – Engagement in debugging, building of high-level testing scenarios, or reviewing of configuration/integrations prior to deployment to production.
 - **Deployment** – Support during any final deployment of configurations or integrations into the production tenant.
 - **Workday Guidance** – Knowledge transfer via system walkthroughs, integration reviews, and other activities to help better understand existing Workday tenant setup or tasks scheduled for deployment.
- **Change Management** is the application of processes, tools, and methodology to influence those who need to adopt the change to mitigate risk and ensure a smooth transition to future state.
- **Change Leadership** is the focus on the vision, strategy, and motivation involved in driving a change initiative. Change leaders serve as the engine behind the initiative, allocating appropriate resources, and guiding and motivating their teams throughout the implementation process.
- **End-to-End Tenant** – used for end-to-end testing and user acceptance testing. The full dataset will be converted into the End-to-End Tenant, and only minimal data gaps/issues are expected to persist for this conversion.
- **Foundation Tenant** – This is your initial tenant supplied by Workday and acts as your starting point for design sessions.
- **Go-Live** (also referred to as “deploy” or “move to production”) - refers to the deployment of Workday functionality into production for Client’s use as part of its normal operations. More than one Go-Live may be contemplated by this SOW, as specified in the “Detailed Project Scope” appendix.
- **Gold Tenant** – used for Client’s initial deployment to load Client’s configuration and data. Once validated, this Tenant is moved to production. Only limited data issues/gaps are acceptable in this conversion.
- **Parallel Tenant** – used for Parallel Payroll Testing. This is a copy of the End-to-End Tenant with additional payroll data, or a new Tenant which may require a full build. Catch up transactions will be performed to bring the Parallel Tenant in line with transactions in production for the equivalent period. Only limited data issues/gaps are acceptable in this conversion.

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- **Parties** – Avaap and Client.
- **Post – Production Support** – refers to the types of support provided after you go live with Workday. The focus will be on responding to break/fix requests and issues/questions related to your configured in scope functionality that was deployed at go-live.
- **Sandbox Tenant** – used for Client's post production development and testing activities. The Sandbox tenant is used by the AMS team to support modifications or new configurations when the Client is in production with the affected workstreams.
- **Sandbox Preview** – populated by Workday ahead of scheduled releases so that Clients can evaluate and test to assure compliance with functionality of a new Workday release (twice per year).
- **Tenant** - a unique instance of the Workday service with a separate set of data held by Workday in a logically separated data storage (i.e., a data segregated through password-controlled access). While Workday may supply additional tenants, the following tenants will be used for the deployment of Workday for Client (Note: Student deployment will have its own set of tenants):