Technical Proposal: Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment

April 15, 2025

Presented to: City of Superior, WI

Jane Darwin, Contract Analyst

On Behalf of The Groove Public Services

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Groove Public Services LLC is a small, woman-owned business recognized by the Virginia Department of Small Business & Supplier Diversity (SBSD). Our certification number is 832376.

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Executive Summary

The City of Superior, WI, offers a unique blend of urban, suburban, and rural living, making it an appealing destination for people of all lifestyles. Situated along the scenic shores of Lake Superior, Superior boasts a vibrant downtown, strong community spirit, and a wealth of local amenities. Residents can enjoy the natural beauty of the area, with numerous parks, trails, and waterfront access, perfect for outdoor enthusiasts. The city's family-friendly atmosphere, excellent schools, and abundance of recreational opportunities create a high quality of life. Superior's welcoming community is the ideal place for both long-time residents and newcomers to call home.

We're excited to present a comprehensive plan to transform the City operations through the implementation of a modern, cloud-based ERP solution. We understand the City's need to streamline processes, improve collaboration, and empower its workforce, as detailed in the RFP requirements. Our proposed solution, centered around the Workday platform, is designed to address these needs directly by replacing the current fragmented systems with a unified, automated, and scalable platform. This will enable the City to achieve its strategic objectives and better serve its employees and constituents for years to come.

ERP systems integrate various city functions – finance, human resources, payroll and planning – into a unified platform, improving efficiency, transparency, and data-driven decision-making. By collaborating with city stakeholders, our project approach ensures that the ERP system is tailored to address the unique challenges and needs of the organization. This collaboration also enhances public service delivery, fostering accountability, supporting long-term sustainability and growth of the City's community. Additionally, an integrated, optimized, and easy-to-use user experience that meets the needs of employees, candidates, vendor, customers and other stakeholders is crucial to your internal operations.

Our goal is to partner with our clients to define strategies that meet their overall objectives, offering services that span from initial advisory to program rollout and long-term support. We designed our approach leveraging our team 30+ years in the consulting space support for clients in the government and regulated industries space. We will provide highly skilled, certified, and experienced professionals who will work as a single, integrated team.

The City benefits from our deep understanding of local government operations and cutting-edge technology, enabling us to execute projects cohesively across locations, groups of stakeholders and communities. Leveraging the right skills, proven experiences, robust tools, and accelerators, we ensure successful delivery that aligns with your organization's overall project goals. The Groove team excels at navigating the intersections of technology and mission, transforming your needs into tangible value.

We look forward to the opportunity to discuss how our team can support your collective goals and create a more streamlined and supportive environment for your employees, constituents, and stakeholders.

Our Proposed Solution

The Groove recommends that the City deploy three best-of-breed SaaS technology platforms – Workday, TimeClock Plus, and Teller – to meet detailed business requirements outlined in the RFP. The robust capabilities of these solutions will support the City's goal of not simply replacing legacy applications – but creating a solution foundation that will support business transformation. These solution capabilities will align best practice business processes with out-of-the-box, government-specific functionality.

The City will benefit from Workday's ERP foundation – a unified suite of applications that brings Financial Management, Human Capital Management, Planning, and Analytics together on one modern, agile, easy-to-use system delivered in the cloud.

Can/Am's Teller is a cloud-based point-of-sale and cashiering solution designed for government. Teller manages the entire cashiering lifecycle. From in-person payment collection and management to online payments and reporting, Teller's easy-to-use configurable software suite saves time, increases productivity and reduces costs.

We are recommending that the City retain TimeClock Plus/Aladtec for scheduling and timekeeping. Workday has a significant number of customers that are leveraging this solution in conjunction with Workday HCM very efficiently. We will work with the City and TCP/Aladtec to design an approach for optimizing this solution during the deployment process. Should the City wish, we can also deploy Workday Time Tracking in conjunction with TCP for non-public safety personnel.

All our proposed solutions are developed, supported, and deployed as SaaS solution. There are several advantages to this architecture, including:

- The City has access to the latest innovations available from their software provider with no risk of being isolated on old releases.
- Ability to configure solution functionality to adapt to the needs of the government and department-specific processes without compromising the system upgrade path.
- The time, cost and management burden associated with software updates and upgrades and the infrastructure required to run the service being borne by the application vendors.
- All development, support, and operational resources on a single technology platform and code line—resulting in quicker innovation and lower cost structure.

All our proposed solution components provide a flexible, modular approach to subscribing to and deploying their solutions. To support the City's detailed requirements, we have scoped the deployment for the following solution components:

Financial Management		Human Capital Management
▪ **Core Financials** • General Ledger • Accounts Payable • Asset Tracking • Accounts Receivable and Collections • Cash Management • Financial Reporting ▪ **Grants** ▪ **Projects** ▪ **Expenses (optional)**	▪ **Procurement** ▪ **Strategic Sourcing (optional)** ▪ **Evisort (optional)** ▪ **Financial Planning** ▪ **Teller Cashiering**	▪ **Core HCM** • Human Resources • Organization Management • Compensation Management • Absence • Benefits • Onboarding & Offboarding ▪ **US Payroll** ▪ **Cloud Connect for Benefits** ▪ **Recruiting** ▪ **Time Tracking (optional)** ▪ **Learning (optional)**
Workday Technology Foundation		

**We are recommending that the City retain TimeClock Plus/Aladtec for scheduling and timekeeping. Workday has a significant number of customers that are leveraging this solution in conjunction with Workday HCM very efficiently. We will work with the City and TCP/Aladtec to design an approach for optimizing this solution during the deployment* *process. Should the City wish, we can also deploy Workday Time Tracking in conjunction with TCP for non-public safety personnel.*

Tab 1 – Company Introduction and Relevant Experience

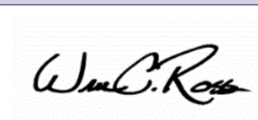
Transmittal Certification

By signature on the Proposal, the Proposer certifies that it complies with:

1. The laws of the State of Wisconsin and is licensed or qualified to conduct business in the State of Wisconsin
2. All applicable local, state, and federal laws, codes, and regulations
3. A condition that the Proposal submitted was independently arrived at, without collusion
4. A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest

If the Proposer fails to comply with the provisions stated in this paragraph, the City of Superior (City), reserves the right to reject the Proposal, terminate the contract, or consider the Proposer in default.

Table 1-01: Transmittal Certification and Primary Contact Information

Transmittal Certification and Primary Contact Information	
Name of the Proposer Representative	W. Carroll Ross
Title	Administrator
Name of Company	The Groove Public Services, LLC
Address	The Groove Public Services, LLC 1660 International Drive, Suite 600 Mclean, Virginia 22102
Telephone Number	703-447-9864
Email Address	cross@thegroove.io
Signature of Authorized Officer of the Firm	
A signature provides the City with the Proposer's acknowledgement and acceptance of the RFP terms, requirements, and conditions, and the execution of same during the discharge of any succeeding contract.	

Transmittal Letter

Ms. Darwin & the City of Superior Team:

Enclosed, please find our proposal in response to the Request for Proposal (RFP) titled Software and Implementation Services for an Enterprise Resource Planning (ERP) Software Systems Environment. In accordance with the requirements outlined in the RFP, we respectfully provide the following information:

Proposer Information:
The Offeror for this proposal is The Groove Public Services, a limited liability company. The Groove Public Services is a corporation duly organized and existing under the laws of the State of Virginia. The corporation's corporate seal is affixed. We also confirm that the following joint proposers/partners are involved in the proposal: Workday. We have also included solutions for Scheduling and Timekeeping (Aladtec by TimeClock Plus) and Cash Receipts (Teller by Can/Am Technologies).

Workday is a publicly held “C-Corp” corporation traded on the NASDAQ under the symbol WDAY. Workday’s Board has not passed a resolution permitting use of the corporate seal on proposals, subscription contracts, or professional services contracts. Accordingly, Workday cannot affix its corporate seal to this document.

Software Solution and Partners:
The proposed software solution foundation is Workday. We have also included solutions for Scheduling and Timekeeping (Aladtec by TimeClock Plus) and Cash Receipts (Teller by Can/Am Technologies).

Addenda Acknowledgment:
We acknowledge that we have reviewed all addenda issued in connection with this Request for Proposal and have incorporated the necessary revisions into our submission.

Confidential Information Disclosure:
We hereby disclose that this proposal **does** contain confidential information, trade secrets, or other proprietary data that we wish to remain exempt from public inspection. We have clearly marked these portions in accordance with the guidelines set forth in the RFP.

We trust that our proposal meets the requirements of the RFP, and we look forward to the opportunity to work with the City of Superior. Please do not hesitate to contact us if further clarification is needed.

William C. Ross
Administrator

Company Background and History

i. Proposer to provide a comprehensive history statement of the firm, including any mergers, assignments, or other corporate changes during the past 10 years.

The Groove (Confidential)

The Groove is a certified Workday partner founded in 2024 by the former leadership team of Collaborative Solutions. Collaborative Solutions was the largest independent Workday-focused consultancy (with the highest employee retention and satisfaction metrics) in the Workday ecosystem before being acquired in 2020. Building on that legacy, The Groove is a modern enterprise consultancy that leverages the power of next-gen technologies, industry insights, and critical thinking to help you solve your most challenging business problems.

While The Groove is relatively new on paper, our team has a rich history of successfully driving business outcomes for our clients. We are the founders and practitioners behind a global consulting organization, who for 20+ years, delivered cloud technologies and unique business solutions to over 1,500 clients globally. Well over a hundred of those clients represent government and quasi-governmental organizations. We accomplished all this with phenomenal employee and client satisfaction. Our leadership and team have been in the Workday ecosystem for 17+ years and have worked closely together for much of that time.

The Groove currently employs a growing team of highly experienced and deeply skilled senior practitioners. Our team members have a mixture of deep industry and software applications experience, with an average of 16 years of experience in the management and implementation of information technology (IT) solutions and over nine years specifically deploying Workday.

Our team leverages its advisory, deployment, and post-production experience and technical capabilities to enable long-term business outcomes for our clients. These outcomes take many shapes to include areas such as Strategic Vision, Operational Excellence, Organizational Readiness, and Business Execution, to name a few.

At The Groove, we believe in a collaborative approach to strategic planning and operational excellence. Our methodology involves thorough research, project readiness, robust communication, and precise execution to enable attainment of your organizational goals. Our team engages with key stakeholders to understand their organization's vision, mission, and objectives, and then conducts an in-depth analysis of your technological landscape, operational efficiencies, as well as your data architecture and system maintenance requirements.

Our Change Management team is not only skilled in navigating organizational transitions, but also deeply connected with the broader team, ensuring seamless collaboration. Additionally, our Change Management professionals are Workday certified, bringing both expertise and certification to drive successful outcomes.

Our goal is to partner with our clients to define strategies that meet their overall objectives, offering services that span from initial advisory to program rollout and long-term support.

Our partners

The Groove leverages our relationships with our partners to stay attuned to the latest product and technology advancements, innovations, and industry trends. By working closely with our partners, we ensure that our solutions are always aligned with your needs and industry standards. In addition to our relationships with several large systems integrators, we have strategic solutions partnerships with Workday, ADP, Eightfold, GoGig, Sprypoint, Snowflake, Databricks, and ServiceNow — just to name a few.

In the evolving world of business and technology, we help you find your groove.

Qualifications

Our success is fueled by the thoughtful solutions and dedication of our deeply skilled consultants. We've attracted some of the industry's best and brightest talent by prioritizing their success and growth. By actively listening to our employees and valuing their insights, we foster an engaged workforce that consistently delivers exceptional results for our clients.

Our team has extensive experience deploying a wide variety of enterprise solutions, both on-premise and in the cloud, including Workday, PeopleSoft, Oracle eBusiness Suite, UKG, Great Plains, and Oracle Cloud. During these projects, our consultants have collaborated with clients, who migrated to SaaS platforms from legacy mainframe systems, on-premise data centers, and hosted infrastructures. Our team has leveraged best-of-breed, as well as single source platform infrastructure, to drive the realization of our clients' objectives. We have experience constructing solution infrastructures tailored to fit with our clients' preferences, risk profiles, and needs both effectively and efficiently.

We leverage our long-standing relationships with strategic partners to stay updated on the latest product and technology advancements, innovations, and industry trends. By working closely with our strategic partners, we ensure that our solutions are always aligned with your needs and industry standards.

The Groove's expertise not only includes a variety of technology platforms but also industries. Our team has extensive experience in state and local government, federal, healthcare, higher education, commercial enterprises, and not-for-profit.

Throughout their careers, our consultants have supported projects with clients who span size, complexity, and industry.

Select consultant project experience

Government	Other Industries
• City of Galveston	• Caterpillar
• City of Corpus Christi	• Blue Cross Blue Shield (Multiple States)
• City of Amarillo	• American Airlines
• City and County of Denver	• Southwest Airlines
• Anoka County	• Hewlett-Packard Enterprise
• Mesa County	• Kimberly-Clark
• State of Oregon	• Waste Connections
• Baltimore County	• Georgetown University
• City of Kent	• Campbell's
• Columbus Regional Airport	• BJ's
• Smithsonian Institution	• Sunrise Senior Living
• World Trade Organization	• Booz Allen Hamilton
• Federal Home Loan Bank of Topeka	• Washington University

Since our inception, we have supported over 50 Workday deployments. Currently, our team is involved in Workday deployments and managed services support with a variety of government customers including:

- City of Charlotte
- City of Philadelphia
- Bay County Clerk of Court & Comptroller
- Vermont Electric Power Company
- Lake County Sheriff's Office
- Ontario Int'l Airport Authority
- Fresno Community Hospital
- Town of Milton

Our exceptional, seasoned technology professionals blend expertise in thought leadership, higher education operations, and solution deployment to help our clients successfully seize opportunities and navigate challenges as they transform their business operations.

Our services operate at the convergence of data, people, and technology, ensuring that you receive comprehensive solutions that deliver measurable results and successful outcomes. Whether you're navigating the complexities of Workday, optimizing full platform operations, streamlining financial management processes, harnessing the potential of AI (artificial intelligence), or unlocking insights from your data with advanced analytics, we are your partners in this journey. In the evolving world of business and technology, we're here to help you succeed.

Workday

In 2005 software visionaries Dave Duffield and Aneel Bhusri decided to form a startup—one that would sell cloud-based applications for finance and HR. They resolved to build a company that would revolutionize the enterprise software market. The result is Workday.

Today, Workday is a leading provider of enterprise cloud applications for financial management, human capital management, analytics, and student applications designed for the world's largest organizations as well as educational institutions, government agencies, and non-profits. We offer innovative and adaptable technology focused on the consumer Internet experience and cloud delivery model. Our applications are designed for global enterprises to manage complex and dynamic operating environments. We provide our customers highly adaptable, accessible, and reliable applications to manage critical business functions that enable them to optimize their financial and human capital resources. Workday began offering our HCM application in 2006 and our Financial Management application in 2007. Since then, we have continued to invest in innovation and have consistently introduced new services to our customers. Our cycle of frequent updates has facilitated rapid innovation and the introduction of new applications throughout our history.

In August of 2018, Workday completed its acquisition of Adaptive Insights, which was founded by Robert S. Hull in 2003. As a CFO in Silicon Valley, Rob saw the opportunity to improve the way finance teams manage their budgeting, forecasting, reporting, and analytics processes. His vision was to empower teams to better manage their business by creating a solution that is easy to use so that planning is a collaborative process, powerful to enable comprehensive models driven by the right data and fast to enable continuous planning that keeps pace with the business. Workday Adaptive Planning offers this unique combination of capabilities, providing customers with a solution that is more effective and easier to manage than Excel, yet at the same time maintains the flexibility of Excel that Finance professionals love and that their businesses need.

Scout RFP was acquired by Workday in December of 2019. Workday Strategic Sourcing is a SaaS platform for strategic sourcing, contract management, and supplier management. Workday Strategic Sourcing makes strategic sourcing simpler, smarter, and more streamlined than ever before. Its intuitive, cloud-based platform – encompassing everything from project intake through sourcing pipeline to contract and supplier management to RFx and reverse auction tools– closes the loop on sourcing and, in the process, empowers collaboration, centralizes data, makes processes more transparent, and, ultimately, drives better business outcomes.

In March of 2021, Workday acquired Peakon, an investment that will help organizations elevate the employee voice and take action to tackle the most pressing people challenges for the changing world of work, such as employee experience management, development and reskilling, and belonging and diversity (B&D). With this new offering, Workday will be able to provide customers with a continuous listening platform that can drive employee engagement by marrying real-time sentiment and employee lifecycle demographic data, done at scale.

Zimit was also acquired in 2021 and will allow Workday to provide organizations with a comprehensive quote-to-cash process automation offering for services industries, including communications, media, technology, and professional and business services. The combination will provide organizations increased visibility across the entire revenue cycle and will help further expand the Workday product portfolio that is enabling the office of the CFO to digitally transform.

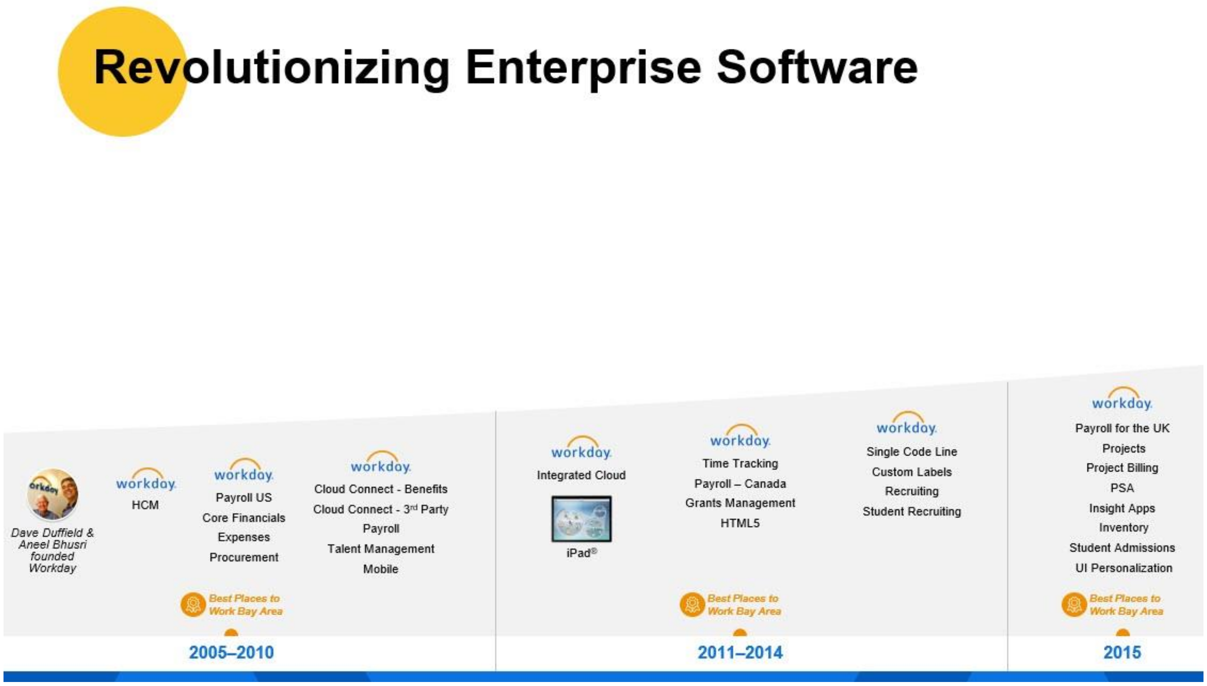
Most recently, Workday acquired VNDLY in 2022, an industry leader in cloud-based external workforce and vendor management technology. The system is designed for hiring managers and vendor account management teams to come together on a common platform for end-to-end external labor recruiting, SOW negotiation, external labor onboarding, time/deliverable compliance and billing.

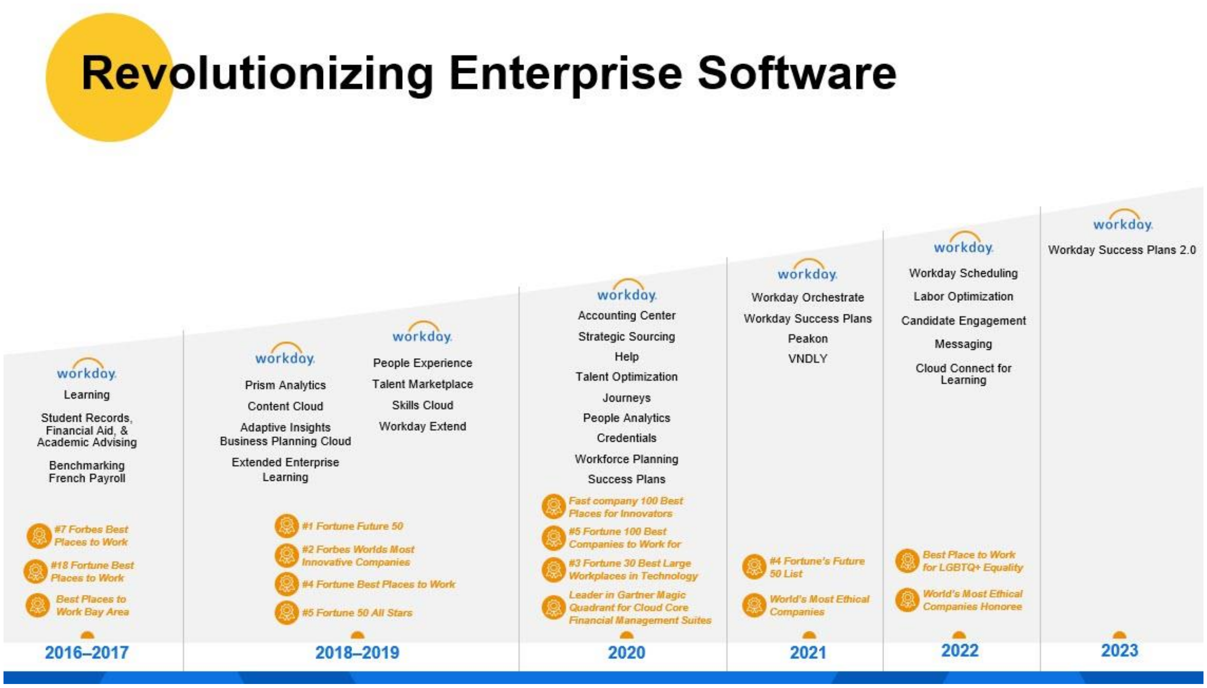
Workday continues to earn a leadership position in the market through our innovative and adaptable technology, focus on the consumer Internet experience and cloud delivery model. Further, we believe we are the only company to provide this complete set of unified cloud-based applications to enterprises.

Workday has achieved significant growth and scale in a relatively short period of time, with a current employee count of more than 17,500 employees. Workday serves more than 10,000 customers globally (includes acquisitions); including higher education institutions of all types and sizes, state and local governments, K-12 school districts, and non-profit organizations.

Historical Snapshot

Below is a snapshot of how far Workday has come since our inception in 2005.





ii. Proposer shall complete the Company Background and History Table as provided below.

If a partnership with third-party company is a part of the Proposal, the Company Background and History table shall be provided for each entity. It is expected that all points shall be addressed for each company involved in the Proposal, prime or third party. Proposer to copy the table as needed for each Partner/Third-Party Firm proposed and fill out for each.

The Groove

Table 1-02: Company Background and History

Metric	Response
Name of Proposer	**The Groove Public Services, LLC**
Name of Partner/Third-Party Firm:	The Groove Public Services, LLC
Total number of employees	The Groove employs approximately 70 people and continues at a rapid growth rate.
Type and number of employees committed to the product and support being proposed	The Groove has approximately 50 professional services focused involved and supporting the deployment of Workday.
Office locations (City and State)	The Groove Public Services, LLC 1660 International Drive, Suite 600 Mclean, Virginia 22102
Total number of active clients	Since our inception, we have supported over 50 Workday deployments.
Total number of active Private Sector ERP clients	Since our inception, we have supported over 50 Workday deployments.
Total number of active Government Sector ERP clients	Since our inception, we have supported over 50 Workday deployments, including 11 government sector clients and 2 clients located in Wisconsin. Even though our company is new to the Workday ecosystem, our team is not. Our personnel include Certified Workday Deployment consultants with an average of 9+ years of Workday experience. Many have more than 15 years of Workday experience. Our team members have deployed Workday Full Platform (HCM, Financials) for over 30 customers. Additionally, over the course of their careers, out team has supported over 25+ Workday government sector customers.

Total years offering proposed software systems	Workday's first applications became available in November 2006. Workday has been offering the proposed systems for over 18 years.
Total number of Wisconsin Government clients with breakout by Municipality, County, Other	Municipality: County: Other: 2
Total number of completed implementations of the proposed product and version	Since our inception, we have supported over 50 Workday deployments. As a true multi-tenant solution, ALL customers are kept current on the latest version of Workday.
Total number of active government clients using the proposed product version	Workday has 320+ public sector customers using or deploying Workday. As a true multi-tenant solution, ALL customers are kept current on the latest version of Workday.
Largest active government installation, including population	Currently, Workday's largest customer is a city that has a population of 3.9 million people. To provide the name and additional information associated with this city, Workday requires special approval by the customer. Upon down selection, should the name be required, a request to the customer will be made.
Smallest active government installation, including population	Currently, Workday's smallest customer is a city that has a population of 14,735 people. To provide the name and additional information associated with this city Workday requires special approval by the customer. Upon down selection, should the name be required, a request to the customer will be made.
Other products offered by the company	Workday delivers financial management, human capital management, planning, spend management, and analytics applications. More than 10,500 organizations, ranging from medium-sized organizations to Fortune 500 enterprises, have selected Workday. For more information on the Workday Application Suite, please visit our website at: https://www.workday.com/en-us/products/suite.html.

Workday

Table 1-02: Company Background and History

Metric	Response
Name of Proposer	**The Groove Public Services, LLC**

Name of Partner/Third-Party Firm:	Workday, Inc.
Total number of employees	Workday employs approximately 20,400 people and continues at a rapid growth rate.
Type and number of employees committed to the product and support being proposed	Workday employs approximately 20,400 people. Workday is unique in that we have one solution to address our customers Core Financial and HCM needs, and all Enterprise Cloud customers are on the same version. Additional breakdowns of the types of employees that support the proposed solution can be provided upon being shortlisted.
Office locations (City and State)	Workday has locations throughout the world, including the U.S., Canada, Europe, Asia, Australia, and New Zealand. Our headquarters is located at: 6110 Stoneridge Mall Road, Pleasanton, CA, U.S. 94588. Please click on the following link for a list of Workday's office locations :https://www.workday.com/en-us/company/about-workday/office-locations.html.
Total number of active clients	Private: 10,500 Government: 320+
Total number of active Private Sector ERP clients	Over 10,500 organizations around the world and across industries use Workday. Additional details about the mix of Workday customers can be provided upon request.
Total number of active Government Sector ERP clients	Workday has 320+ public sector customers using or deploying our ERP software.
Total years offering proposed software systems	Workday's first applications became available in November 2006. We have been offering the proposed systems for over 18 years.
Total number of Wisconsin Government clients with breakout by Municipality, County, Other	Municipality: 2 County: 3 Other: 10 Higher Ed, 1 Special District
Total number of completed implementations of the proposed product and version	Workday serves more than 10,500 customers with more than 70% live. As a true multi-tenant solution, ALL customers are on the same version of Workday's core software.
Total number of active government clients using the proposed product version	Workday has 320+ public sector customers using or deploying Workday. As a true multi-tenant solution, ALL customers are kept current on the latest version of Workday.

Largest active government installation, including population	Currently, Workday's largest customer is a city that has a population of 3.9 million people. To provide the name and additional information associated with this city, Workday requires special approval by the customer. Upon down selection, should the name be required, a request to the customer will be made.
Smallest active government installation, including population	Currently, Workday's smallest customer is a city that has a population of 14,735 people. To provide the name and additional information associated with this city Workday requires special approval by the customer. Upon down selection, should the name be required, a request to the customer will be made.
Other products offered by the company	Workday delivers financial management, human capital management, planning, spend management, and analytics applications. More than 10,500 organizations, ranging from medium-sized organizations to Fortune 500 enterprises, have selected Workday. For more information on the Workday Application Suite, please visit our website at: https://www.workday.com/en-us/products/suite.html.

Can/Am Teller

Table 1-02: Company Background and History

Metric	Response
Name of Proposer	**The Groove Public Services, LLC**
Name of Partner/Third-Party Firm:	Can/Am Technologies, Inc.
Total number of employees	39
Type and number of employees committed to the product and support being proposed	Product Development: 8 Implementations: 14 Client Support / Operations: 9 Management and Sales: 4 Finance / Admin: 4
Office locations (City and State)	Lakewood, CO Edmonton, Alberta Troutdale, OR

	Raleigh, NC
Total number of active clients	Private: Government: 76
Total number of active Private Sector ERP clients	0
Total number of active Government Sector ERP clients	76
Total years offering proposed software systems	19 years
Total number of Wisconsin Government clients with breakout by Municipality, County, Other	Municipality: 0 County: 2 Other: 1 (CCITC)
Total number of completed implementations of the proposed product and version	44
Total number of active government clients using the proposed product version	44
Largest active government installation, including population	Santa Clara County: 1.9M population
Smallest active government installation, including population	City of San Luis Obispo, CA: 48,439 population
Other products offered by the company	We only offer cashiering

TCP Software

Metric	Response
Name of Proposer	**The Groove Public Services, LLC**
Name of Partner/Third-Party Firm:	TimeClock Plus, LLC (TCP Software)
Total number of employees	800+
Type and number of employees committed to the product and support being proposed	Below is the approximate number of employees dedicated to the product and support of TCP Software's products: Product Development & Management: 145 Solutions Engineering & Support: 220 Professional Services: 50 Information Security & SaaS Operations: 25

Office locations (City and State)	TCP Software is headquartered in San Angelo, Texas. **<u>Satellite Offices</u>** Dallas, Texas Walnut Creek, California River Falls, Wisconsin Belgrade, Serbia Lahore, Pakistan
Total number of active clients	Private: 29,836 Government: 9,861
Total number of active Private Sector ERP clients	Not applicable
Total number of active Government Sector ERP clients	Not applicable
Total years offering proposed software systems	15 years
Total number of Wisconsin Government clients with breakout by Municipality, County, Other	Municipality: 49 County: 9 Other: 14
Total number of completed implementations of the proposed product and version	6,758
Total number of active government clients using the proposed product version	2,701
Largest active government installation, including population	United States Air Force, Army, Navy, 3,000+ combined
Smallest active government installation, including population	City of Hollywood Park, Texas – 41 users
Other products offered by the company	Our proposal includes pricing for Aladtec as optional to address unique public safety scheduling needs. TCP Software also offers a complete suite of workforce management solutions including: **Time Clock Devices –** Time Clock devices that can direct connect to Workday's timekeeping software. **TimeClock Plus Software** (Time & Attendance, Leave Management, Scheduling)

Relevant Experience

i. Please describe your relevant experience working with Wisconsin entities (Counties, Municipalities, etc.)

The Groove: Since our inception, we have supported over 50 Workday deployments, including 11 government sector clients and 2 clients located in Wisconsin. Even though our company is new to the Workday ecosystem, our team is not. Our personnel include Certified Workday Deployment consultants with an average of 9+ years of Workday experience. Many have more than 15 years of Workday experience. Our team members have deployed Workday Full Platform (HCM, Financials) for over 30 customers. Additionally, over the course of their careers, out team has supported over 25+ Workday government sector customers.

Workday: Workday experience in WI entities: CCITC (County of Marathon and City of Wausau), Waukesha County, Waupaca County and the City of Milwaukee are all currently using or in the process of deploying Workday to address their HCM and Financial needs on a single platform. Workday customers in higher education include the University of Wisconsin System, The Medical College of Wisconsin, Northeast Wisconsin Technical College, North Central Technical College, Fox Valley Technical College, St. Norbert College, Carthage College and Madison Area Technical College using or in the process of deploying Workday.

ii. Please describe any relevant experience working with similarly situated Counties, including any unique factors that arise during the implementation process.

The Groove: Since our inception, we have supported over 50 Workday deployments, including 11 government sector clients and 2 clients located in Wisconsin. Even though our company is new to the Workday ecosystem, our team is not. Our personnel include Certified Workday Deployment consultants with an average of 9+ years of Workday experience. Many have more than 15 years of Workday experience. Our team members have deployed Workday Full Platform (HCM, Financials) for over 30 customers. Additionally, over the course of their careers, out team has supported over 25+ Workday government sector customers.

In general, there are several unique factors that we find in our government deployments:

- Internal Processes: Government clients often have complex decision-making structures and processes that involve multiple levels of approval. Without a well-defined project governance structure, projects often hit delays due to required review by various committees, stakeholders, or external entities.

- Regulatory and Compliance Requirements: Government clients must comply with strict regulations, standards, and policies, such as data privacy laws, accessibility requirements (e.g., WCAG), and specific security protocols (e.g., FedRAMP, NIST standards) as well as reporting requirements related to external funding sources/grantors. Ensuring your deployments meets these standards can be time-consuming, especially when there are frequent changes in legislation or policy.
- Security Concerns: Security is a top priority for government clients due to the sensitivity of the data they handle. Thorough vetting of software for vulnerabilities, secure integration with existing systems, and regular audits can extend the deployment timeline. Additionally, government agencies often have more stringent security protocols, which can add extra layers of scrutiny.
- Legacy Systems: Many government departments rely on outdated legacy systems that are difficult to integrate with newer technologies. Integrating with and migrating from these systems to modern software solutions can take significant time and effort, as compatibility issues must be resolved, and data must be carefully migrated.
- Change Management: Implementing software in government clients often requires significant organizational change, especially when it comes to staff training, adjusting workflows, or shifting to a new digital way of working. This change management process can take time, as many government employees may not be familiar with the new tools.
- Stakeholder Coordination: Government projects often involve multiple stakeholders, including various departments, external contractors, and even the public. Coordinating all these parties, gathering feedback, and ensuring that everyone is aligned with the deployment plan can lead to delays.

iii. Identify two recent project implementations that are most comparable to the City's proposed implementation, and provide a project profile for each, including: scope of modules; project duration; any unique requirements or circumstances that were a part of, or came up during, the project; the legacy system converted from; etc.

The Groove (Confidential):

City of Charlotte, NC

The Groove is currently providing advisory support and deployment services for the City's Workday Financials deployment. Our team is leading and focused on several workstreams including Grants, Procurement, Strategic Sourcing and Inventory.

Global Business Consultancy Firm, Washington DC

The Groove is providing Workday advisory and deployment services for a global business consultancy firm with more than 8,300 employees and operations in 34+ countries. The scope includes:

- Defining objectives, vision and guiding principles for the HR/business transformation work that involves Workday and other platforms
- Outline initial project plan inclusive of timeline and scope, including identifying risks and preparing risk-mitigation strategies
- Establish project governance structure, resource plan and decision-making authority
- Facilitating stakeholder engagement exercises to align on strategic goals and identify impact to each group; build personas and journey maps
- Assist in defining the future state HR operating/support model, utilizing the Workday implementation as a catalyst for adoption of best/leading practice
- Lead overall solution architecture and design for the business and future-state processes and structures in Workday/across all platforms. This includes:
    - Foundation data model design, mapping, and impact assessment – coordination with the business across all areas. FDM includes organization alignment, global security model, staffing model and job architecture.
    - Aligned to FDM, we are defining the future state of MSS and empowering the workforce to use the future-state data transparency to make informed decisions
    - Future-state workflow mapping and alignment – consolidation of disparate regional/segment-based processes today
    - Designing and modeling baseline structure across all HCM areas
- Lead technical readiness activities (data, integrations, reporting) to review the current state of data to create a strategy around data cleansing/formatting for migration, understand technical infrastructure and outline strategy, as well as inventory reports and map to Workday while also outlining enterprise reporting

Local Government Law Enforcement Agency, Florida

The Groove is providing Workday deployment support for a local government law enforcement agency with 900 employees. The scope includes lead consulting responsibilities for Core HCM, Compensation and Security as part of their initial Launch project.

Workday:

Workday has a long history of working with public sector organizations, starting with Workday's co-founder, Dave Duffield, who founded Integral, Information Associates, and PeopleSoft. All these organizations had long, successful public sector businesses, and Workday's goal is to surpass those successes. Designed for today's mobile generation, Workday's suite of applications spans finance, human capital management, payroll, grants, budgeting, and analytics to bring the entire organization together under one modern, agile, easy-to-use system delivered in the cloud.

More state and local governments than ever before count on Workday to run their agencies. Today, more than 320 public sector organizations around the world use Workday, over 200 of those in the United States. In Wisconsin, CCITC (the City of Wausau and County of Marathon), Waukesha County, Waupaca County and the City of Milwaukee are all using or in the process of deploying Workday. See links below for a sampling of government success stories:

Clark County digitalizes operations to meet changing government needs.

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The City of Akron emerges strong with increased automation and security.

https://www.workday.com/en-us/customer-stories/a-h/city-of-akron-emerges-stronger-with-increased-automation.html

Tulsa County: Unified system frees up time and resources to better serve the public. https://www.workday.com/en-us/customer-stories/q-z/tulsa-county-unified-system-frees-up-time-resources.html

iv. Please describe implementation barriers or challenges that have been experienced working within Wisconsin on implementations. What proactive steps are planned in this proposed project to mitigate against similar challenges?

The Groove: All projects, regardless of size or location, have inherent risks and challenges. Outlined in the table below are some common scenarios and risks that we see within a project of this magnitude that the City may want to review as part of your planning process.

Risk	Description and Mitigation
Organizational Readiness	Poor governance and lack of clarity are cited as the primary reasons why projects fail to meet their goals or are paused indefinitely. The scope of any implementation project is people, process, and technology. Knowing what your stakeholders want, how the data will be consumed, and how the new technologies will be utilized are fundamental to a positive user experience. Defining clear goals and roles upfront ensures that everyone is on the same page. To proactively get ahead of these inherent risks, it is recommended the client consider a series of project readiness activities. **Impact analysis and risk evaluation** ▪ In-depth analysis of data quality issues, including recommendations for data cleansing and transformation processes. ▪ Risk assessment report identifying systems that will be affected by data changes and an evaluation of potential risks. **Review current functionality** ▪ Recommendations on new processes that enable decision-making and foster accountability. ▪ Detailed document establishing clear ownership of data assets and their respective locations. **Project roadmap** ▪ Two-year and five-year plan for goals and priorities, including what needs to happen on Day One. ▪ Definition of success metrics and value realization milestones. ▪ Access manageable project initiatives to cultivate a culture of continuous improvement. **Stakeholder readiness assessment** ▪ Readiness assessment of all stakeholders to capture their goals and ensure they align with the corporate strategy.

Risk	Description and Mitigation
Well-Defined Project Goals and KPIs	A well-defined set of project goals and KPIs is essential to the execution of a successful project. These metrics must be understood by your stakeholders, the employees doing the work. They need to know what do to help achieve these objectives and how the organization will train them and support them to be successful. During the Investigate stage of the project, The Groove works with business operations leaders to ascertain the following: ▪ What are the success metrics you what to attain? ▪ Who will be involved (or responsible) for achieving the metric? ▪ How will you train and support your stakeholders? ▪ When and how will you measure the activities and goals defined as success metrics? ▪ How will you quantify and communicate your results to your leadership team?
Focus on Change Management	Effective Change Management is critical to design not only a communication plan and structure, but also a training approach that enables users to acquire new skills and become comfortable with the new technology and data structures. We recommend creating a Change Champion Network (CCN) empowered to make, enforce, reinforce, and communicate decisions. We encourage you to instill additional rigor on enforcing and reinforcing the direction for changes that have been set up as the transformation for this project. This can be accomplished by: ▪ Ensuring that the right people are part of the CCN. ▪ Setting up and communicating protocol, cadence, and expectations. ▪ Effective integration of the CCN and the Steering Committee.
Program & Project Governance	Effective governance and decision-making are essential through all lifecycle phases of a deployment and beyond. Each program and project need a framework that is tailored to the organization and enables effective data governance and decision-making. The benefits of a governance are as follows: ▪ Establishes the rules of engagement ▪ Facilitates decision-making ▪ Outlines accountability ▪ Promotes transparency

Risk	Description and Mitigation
Dedicated Client Resources	Project resources with competing priorities and delayed decision-making may adversely impact the project deployment schedule. At the outset of the project, The Groove works with our client to clearly set expectations about roles and responsibilities on the project, and when dedicated client resources are needed throughout the life of the project. We have learned from our client experiences that users are truly time constrained. Specific tactics we have adopted to manage these schedules include: (1) advance scheduling of prototyping sessions, (2) previewing of session materials, (3) identifying and including only required participants, and (4) providing clear communication channels to minimize time spent on clarifying misconceptions.
Undefined post go-live support team and governance model	It is imperative to define a post go-live support team, and the model and processes established far in advance of go-live. Ideally, this process begins as early as the Investigate stage. At The Groove, we establish a support team and governance model includes more than identifying resources, roles, and responsibilities. It will include defining and operationalizing the team structure and ownership model, governance, and engagement models, as well as tools and processes. It is important to start by understanding how past systems were managed; an assessment of the client's Help Desk and support model can be helpful and may be discussed with your SI. The Groove's team members will provide support as you establish your support organization and make available additional information for you as you progress on the journey of defining your support model and governance processes.

v. What sets the product(s) and services that your firm proposes apart from competitors' products and services? Why should the City select your firm to partner with?

The Groove (Confidential): The Groove stands out among Workday implementation partners for several reasons, including its approach, expertise, and focus on building long-term client relationships.

Here are some key factors that make us unique:

Expertise in Workday: The Groove has deep expertise in Workday's suite of products, specializing in Workday Financial Management, Planning, HCM, Payroll and other key areas.

Our consultants bring extensive industry-focused experience to each project, allowing for smoother and more efficient implementations.

Tailored Solutions: The Groove emphasizes configuring solutions to meet the unique needs of each organization. Instead of offering one-size-fits-all packages, we take the time to understand each client's specific business needs, making the implementation process more relevant and effective.

Agile Approach: The Groove employs an agile methodology in its implementation process. This flexible and adaptive approach allows for faster delivery while maintaining high standards of quality. We focus on iterative progress, collaborating closely with clients to make sure that the project stays on track and aligns with the business goals.

Change Management Focus: Successful Workday implementation isn't just about the software; it's also about how well employees adopt the changes. We prioritize change management and offer services to help clients ensure smooth transitions for their teams, improving user adoption and maximizing the value of the Workday system.

Holistic Service Offering: Beyond implementation, The Groove offers ongoing support and optimization services. We don't just "set up and leave" but are committed to long-term success. We can provide clients with post-implementation services that help our clients continuously improve the Workday experience as business needs evolve.

Customer-Centric Culture: The Groove is known for its commitment to customer success. We prioritize building strong, collaborative relationships and understand the importance of aligning our services with client business strategies.

Proven Track Record: The Groove's consultants have a history of delivering high-quality Workday implementations across various industries. Our proven track record is an important differentiator, instilling confidence with our clients that we can handle the complexities of Workday projects.

Innovative Technology: The Groove utilizes advanced tools and technologies in our Workday implementations. Tools such as data conversion automation and data analytics make implementations more efficient, data-driven, and easier to scale over time.

These elements combined help The Groove create a unique offering in the Workday partner ecosystem, ensuring that our clients not only implement Workday successfully but also maximize the value it brings to their organizations.

Workday:

Workday for Government, Future-Proofing the City of Superior for Long-Term Success

The City of Superior is embarking on a **transformational initiative** to modernize its core business processes through the implementation of a new ERP system for HR, Payroll and Finance. The project aims to leverage cutting-edge technology to enhance operational effectiveness, improve access to information, and streamline workflows across all departments. Given that this is a once-in-a-decade investment, **how can the City be sure it is selecting a solution that not only addresses current needs but also provides the flexibility and scalability to support future growth and technological advancements.** This is where Workday comes in.

Beyond Checking Boxes: Embracing Innovation and Adaptability

While most ERP systems can fulfill basic transactional requirements, **the City needs a solution that is flexible, user-friendly, and focused on delivering innovation that you can adapt at your own pace.** Workday was built on a true multi-tenant cloud first architecture with this very concept in mind. Our security-focused and one-to-many SaaS approach allows us to keep all Workday customers up to date with the latest technology, while giving customers the opportunity to roll out new features at their own pace.

Workday's innovative design directly addresses the City's key objectives, including:

Enhanced Operational Effectiveness:

- Workday's centralized data hub provides real-time visibility into critical information, empowering stakeholders with the insights they need to make informed decisions and streamline processes.
- Workday's unique business process framework is built into our platform and is configurable with clicks not coding. We deliver best practice configurations based on our experience with similar government customers that can be modified as needed to meet unique needs in your more complex departments.

Robust Reporting Capabilities:

- Leverage pre-built and customizable reports and dashboards to gain a comprehensive view of key metrics, identify trends, and measure performance against goals.
- No third party or external analytics tool is required. Built-in analytics allows you to easily surface information and drill down to the transactional level to make informed, data-driven decisions.

Flexible Chart of Accounts (COA) Structure:

- Workday adapts to your specific needs, allowing you to tailor the COA to reflect your organizational structure, track projects effectively, and accommodate future growth.

Interoperability with your Current and Future Supporting Systems

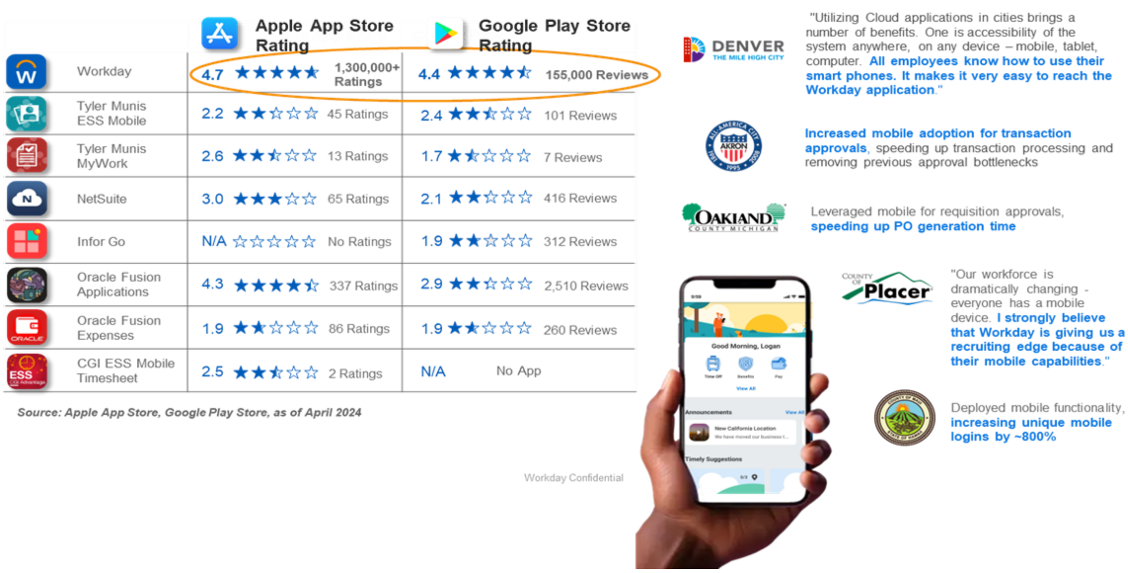
- Workday was built with interoperability in mind. Our powerful integration platform is part of the solution, providing various integration tools to connect with your existing and future systems.
- Additionally, our powerful analytics tool allows you to blend data from other systems with Workday data, creating a seamless reporting experience for end users.

Improved Project Budget and Grant Management

- Workday provides comprehensive project budget and grant management capabilities that can help the City better track and manage these important resources. Workday's project budget and grant management tools are integrated with the rest of the system, providing a holistic view of City finances.

User-Friendly Interface:

- Our intuitive interface, designed with the user in mind, requires minimal training and empowers users to easily navigate the system, access information, and complete tasks efficiently.
- Our cloud-first, mobile first design provides anywhere access for employees based on their role within the organization.



	Apple App Store Rating	Google Play Store Rating
Workday	4.7 ★★★★★ 1,300,000+ Ratings	4.4 ★★★★☆ 155,000 Reviews
Tyler Munis ESS Mobile	2.2 ★★☆☆☆ 45 Ratings	2.4 ★★☆☆☆ 101 Reviews
Tyler Munis MyWork	2.6 ★★☆☆☆ 13 Ratings	1.7 ★☆☆☆☆ 7 Reviews
NetSuite	3.0 ★★★☆☆ 65 Ratings	2.1 ★★☆☆☆ 416 Reviews
Infor Go	N/A ☆☆☆☆☆ No Ratings	1.9 ★★☆☆☆ 312 Reviews
Oracle Fusion Applications	4.3 ★★★★☆ 337 Ratings	2.9 ★★☆☆☆ 2,510 Reviews
Oracle Fusion Expenses	1.9 ★★☆☆☆ 86 Ratings	1.9 ★★☆☆☆ 260 Reviews
CGI ESS Mobile Timesheet	2.5 ★★☆☆☆ 2 Ratings	N/A No App

Source: Apple App Store, Google Play Store, as of April 2024

All "SaaS ERP cloud systems" are NOT equal.

Why is understanding the backbone of ERP cloud technology so important for the City of Superior? Many legacy ERP providers still leverage old technology built for deployment on servers that have been "lifted and shifted" to the cloud. This legacy single-tenant approach requires individualized efforts and added costs for customers to upgrade and stay current with the latest technology. More importantly, because these systems were not built for the cloud, they lack the agility and security of a true cloud-native platform.

Workday, on the other hand, was built from the ground up for the cloud. Our one-to-many SaaS approach delivers:

- **Effortless Upgrades:** Stay ahead of the curve with automatic, seamless updates, eliminating the need for costly and time-consuming individual upgrades.
- **Unified Security:** Benefit from a comprehensive, multi-layered security approach designed specifically for the cloud, safeguarding your sensitive data.
- **Seamless Integration of Emerging Technologies:** Workday's modern architecture seamlessly integrates new technologies like AI and machine learning, future-proofing your investment.

Workday: A Proven Leader in AI-Powered solutions.

Workday recognized the potential of AI over a decade ago, embedding it into our platform to help automate routine tasks like resume parsing and journal anomaly detection. While AI has been around for some time, Generative AI made a big splash this year, causing many organizations and individuals to rethink how the next generation of technology will impact how society operates; and Workday is once again leading the way.

Last year, Workday introduced Illuminate, our next generation of AI that is purpose-built to move HR and Finance forward**. Unlike our competitors that are scrambling to build generative AI strategies, Workday is well ahead of the curve**, leveraging years of customer input and the cleanest set of data with over 70 million users and 800 million transactions on one version of our multi-tenant platform.

Leveraging generative AI in your ERP system might not be top of mind for the City of Superior for this project and that's okay! But like it or not, **technology is poised to change dramatically over the next few years, making it critical to understand the AI strategy of your next ERP vendor.** Workday has a clear, proven AI strategy that delivers tangible benefits today while preparing you for the future.

The Best of Both Worlds: Meeting Today's Needs, Embracing Tomorrow's Possibilities

Workday's proposal for the City of Superior **addresses your key requirements**, focusing on the value you expect from streamlining business processes, simplifying integrations, and gaining better insights. At the same time, Workday **offers a clear strategy to adopt the next generation of responsible AI at your own pace, when you are ready, without added costs**. Investing in a vendor that lacks a forward-thinking approach and the right technology will leave you unprepared for the future, forcing costly upgrades or a sooner-than-expected ERP replacement.

Ready to learn more about Workday's responsible AI approach? Visit: Responsible AI: Ensuring Trust and Leadership in Innovation | Workday US

Government Experience:

Workday has a long history of working with public sector organizations, starting with Workday's co-founder, Dave Duffield, who founded Integral, Information Associates, and PeopleSoft. All these organizations had long, successful public sector businesses, and Workday's goal is to surpass those successes. Designed for today's mobile generation, Workday's suite of applications spans finance, human capital management, payroll, grants, budgeting, and analytics to bring the entire organization together under one modern, agile, easy-to-use system delivered in the cloud.

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Use of Subcontractors

i. *The Proposer shall identify any of the required Services that are proposed to be subcontracted, if any. This table is to be copied and filled out for each proposed subcontractor.*

ii. *By signature (electronically or via ink) below on the Certification of Subcontractors/Partners, the Proposer and the Subcontractor/Partner certify that the Proposer has received the permission of the third-party to include the scope of software and services under the cover of the submitted proposal.*

Table 1-04: Certification of Subcontractors/Partners

Entity	Company Name	Representative Name	Title	Telephone Number	Email Address
Proposer	The Groove Public Services, LLC	Maggie Acosta	Client Relationship Executive	310.722.9855	macosta@thegroove.io

Partner/Third-party software provider	Workday, Inc.	Jodi Rinzel	Account Executive	414.477.8252	jodi.rinzel@workday.com
Partner/Third-party software provider	TimeClock Plus, LLC	Matthew Huffaker Will Ruemmele	TCP Mid Market Account Executive Aladtec Mid Market Account Executive	610.822.9900 325.657.6278	mhuffaker@tcpsoftware.com wruemmele@tcpsoftware.com
Partner/Third-party software provider	Can/Am Technologies Teller	Jim Blair	Director of Sales	919.346.4090	jimblair@canamtechnologies.com

Proposers are instructed to return a copy of this Certification table signed by an authorized firm agent as part of proposal responses.

X. ________________________________

Acknowledgement of Addendum

***Addenda**: The City will post an Addendum to the City's procurement website. Proposer shall acknowledge the Addendum by signing and including it within this Tab 1 of the Technical Proposal.*

The Groove acknowledges the following addendum posted to the City's purchasing website:

ADDENDUM NO.	**DATE ISSUED**
Addendum No. 1	March 25, 2025
Addendum No. 2	March 27, 2025

Tab 2 – Software Solution

Summary Description of Each Functional Area

Proposer to provide a summary description of the capabilities for ***each functional area*** *contained in the RFP, in narrative format (minimum two well-developed paragraphs* ***per functional area****). The purpose of this summary is so that the City has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third parties to meet the capabilities described in the Functional and Technical Requirements in Attachment B.*

Marketing materials should not be submitted on the proposed functionality.

Workday Core Financial Management

Workday Core Financial Management delivers a complete range of finance and accounting capabilities with real-time insight and always-on audit features, delivering the capabilities of a traditional general ledger through an innovative approach that captures and stores rich business event dimensionality. This innovative approach allows organizations to streamline their chart of accounts, reduce time to close, and draw more actionable and in-the-moment analytics—with reporting that goes beyond traditional financial statements and delivers insight across operational dimensions. And with embedded AI, Workday continuously interrogates journals as they are created to look for anomalies and recommend corrections, driving a more accurate and confident close.

By capturing and storing richly described business events, Workday delivers the capabilities of a traditional general ledger without the limitations of rigid code-block structure. Workday can model multiple legal entities or business units to easily complete transactions within the organization. It seamlessly handles other key capabilities such as allocations, journal processing, budgets, and consolidations.

Audit and Internal Controls: The world is constantly changing, and as a result, organizations need better solutions to manage and oversee their internal audits and controls to ensure they are adhering to the ever-evolving regulatory landscape. With Workday's "always-on audit approach" you can proactively set guardrails in place to accommodate operational requirements while supporting local regulations around the world, increasing process visibility, and reducing overall risk. We achieve this by electronically documenting change as it happens, creating undefeatable electronic evidence that provides auditors with the information they need to review the controls in place.

Workday Financial Reporting and Analysis: Workday provides your organization with unprecedented insight into your financial performance. With real-time accounting and reporting you can view consolidated results, provide timely management insight, and proactively adjust at any time. Instant access to the transaction-level data allows you to immediately understand the context of results. The information includes drillable detail for analysis and the ability to take direct action from reports. Workday Financial Reporting and Analytics equips the finance team with essential information and powerful tools to generate and share reports and dashboards, as well as conduct ad hoc analysis to meet business needs.

Budgeting

Workday Adaptive Planning

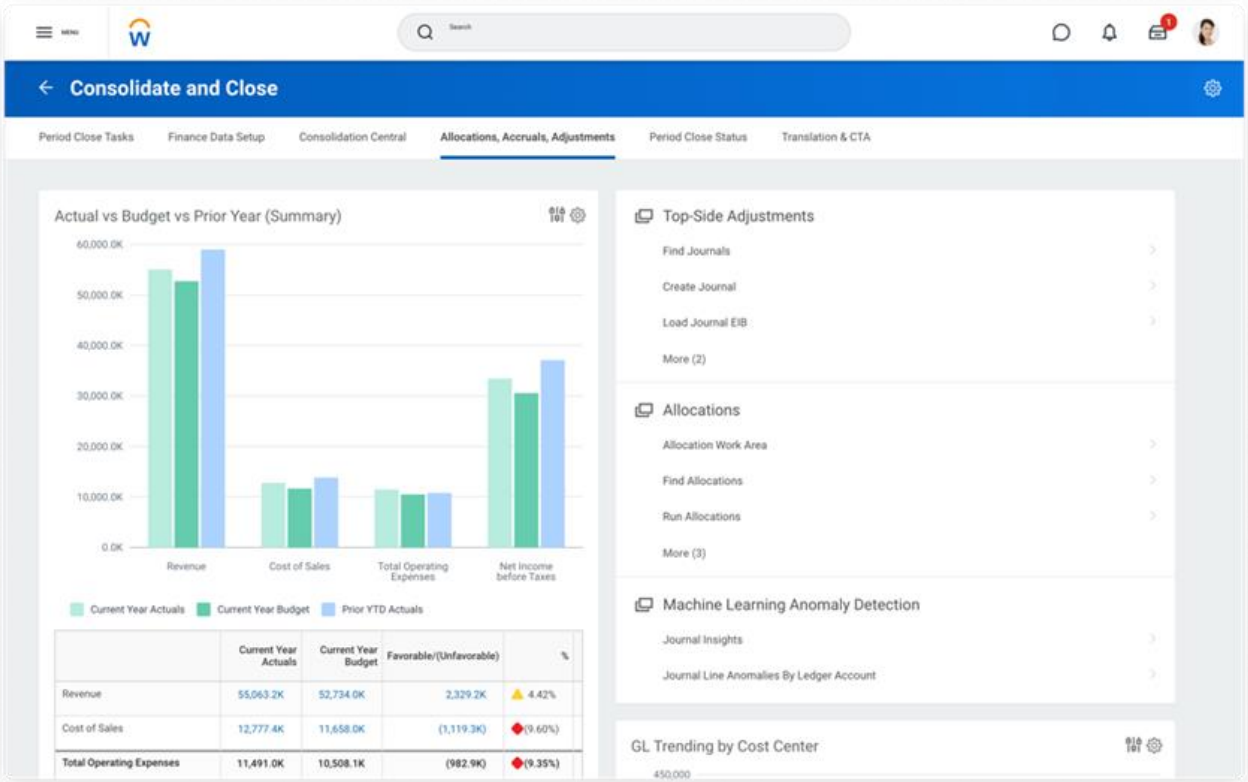
Workday Adaptive Planning provides budgeting, forecasting, reporting, and analytics for organizations of all sizes, with industry-leading usability and the security, scalability, and flexibility required for complex planning and budget analysis. We help people do their best work and help teams operate with agility.

Recognizing that the best plans involve the people closest to the day-to-day operations, we built a powerful planning technology platform so you and your colleagues can gain deep insights, make more timely decisions, and manage more efficiently with solid, integrated plans. We enable complex financial models without the burden of managing legacy on-premises systems or massive spreadsheets. And we save budget and finance teams the mind-numbing, error-prone task of manually consolidating data that they experience with tools such as Excel.

Streamlined Planning & Consolidation: To enable customers to effectively manage performance with data-driven insights, Workday offers a unified solution for efficiently managing the group close and consolidation process so you can plan on accurate and up to date corporate wide data.

Close and consolidate with confidence by automating critical close and consolidation tasks in compliance with international accounting standards. And with quick access to reports you can trust, you gain an accurate, real-time picture of your business.

- **Bring all your data into a unified system.** Pre-built integrations simplify data gathering and mapping across general ledgers, helping you easily maintain a unified source of truth.
- **Increased confidence and visibility into the close.** Gain greater visibility into your close process with dashboards and checklists that help you monitor progress.
- **Consolidate efficiently and accurately.** Configurable, automated consolidation tasks like translations and eliminations enable continuous anomaly detection and real-time reporting.
- **Easily handle complex ownership scenarios.** Automated tasks let you to easily manage ownership rules for your business, like investment in subsidiaries, noncontrolling interest activity, and equity pickup to ensure accuracy as your business needs evolve.
- **Gain continuous insight into your financial results**. Real-time, consolidated financial statements in functional and reporting currencies give you an accurate, up-to-date picture of your business.
- **Ensure compliance and control.** Always-on audit capabilities self-document everything in Workday as it happens, ensuring transparency throughout the consolidation process.



Purchasing

Workday Procurement

Workday Procurement is a modern, user-friendly enterprise solution that is unified with the suite of Workday products to support the unique requirements of indirect procurement. With powerful embedded reporting and analytics based on real-time data, Workday Procurement provides visibility across the entire procure-to-pay (P2P) process to help purchasing departments strategically manage costs, minimize out-of-policy spend, and optimize purchasing power.

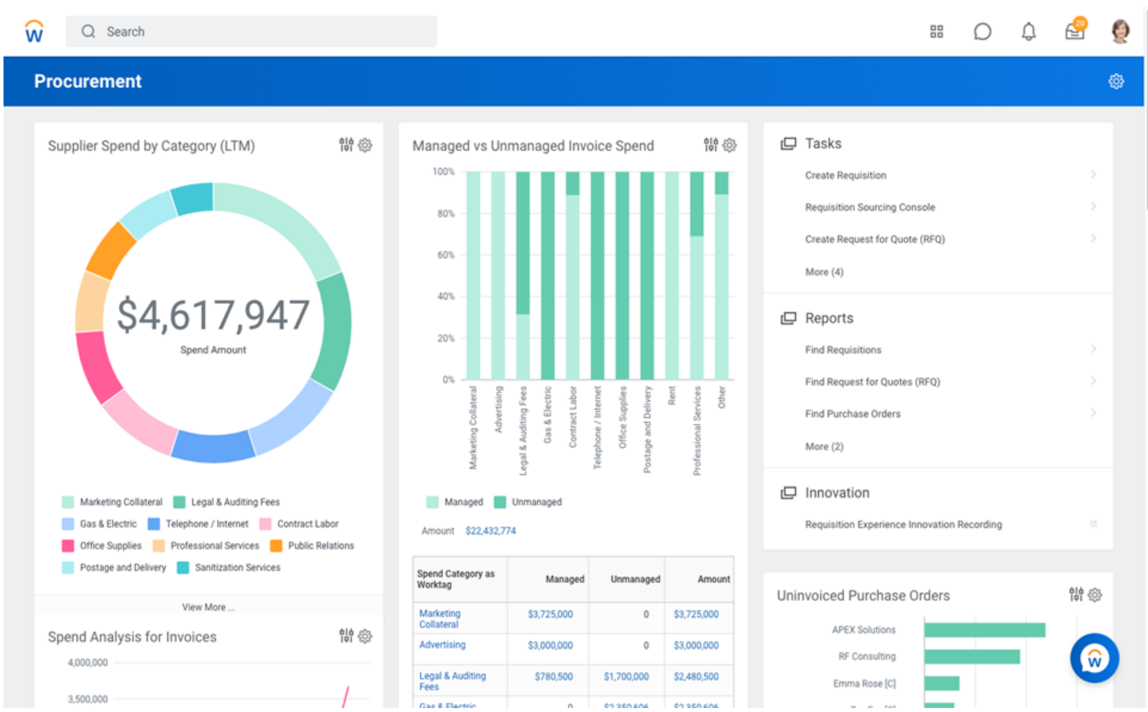
Streamlined P2P Process: From the requisition process through payment, Workday supports and manages the information, policies, and processes relating to the acquisition of goods and services for your organization.

- Access information seamlessly for your suppliers, supplier contracts, and supplier catalogs stored in one place.
- Establish consistency with a comprehensive system that manages your full procure to pay process.

- Visibility and actionable cards in a central hub for buyers to manage their day-to-day activities as well as get meaningful insight into status and areas of concern.
- Simplify processes, reduce cycle timelines and improve data integrity with intelligent optical character recognition to automatically turn an invoice (in an email attachment) into a digital record in the procure-to-pay process.

Unified Solution: Workday Procurement is unified with Workday Financial Management and Workday HCM so that your organization can rely on a real-time, single source of truth.

- Leverage consistency across your data, security policies, processes for even greater efficiency and control.
- Utilize a common item master when used together with Workday Inventory, and gain visibility into the entire materials management process.



Self-Service Supplier Management: Extend the Workday experience to your suppliers through the supplier portal, which allows them to maintain their personal data and specify their goods and services. Suppliers can also view their purchase orders (POs), view and load catalogs, view and respond to requests for quotes (RFQs), and view and create invoices from POs. This allows you to automate invoice processing and payments while improving supplier maintenance.

Supplier Punchout: Connect to the supplier website or network of your choice to access a broad, open community of suppliers. Select the items you would like to purchase and add them to your shopping cart to create a requisition from the punchout session. You can select from preconfigured punchout suppliers in Workday or use the supplier network punchout connector to access other suppliers who support the punchout standard, allowing you to access and procure goods from multiple catalogs.

Supplier Contracts: Use your company procurement policies to enforce contractual agreements with preferred suppliers. With Workday, you can configure business processes within your procurement practice to validate against pricing thresholds, and automatically generate invoices and POs from a contract or installment schedule. Combine these capabilities with powerful analytics

Accounts Payable

Accounts Payable (Included in Workday Core Financial Management)

Workday enables organizations to optimize their payments process, from using AI to scan, draft and code invoices, to rapidly routing for review and approval, giving AP teams time back to focus on analysis with real-time reports dashboards and KPIs and drive down Days Payable Outstanding (DPO).

Supplier Management: Manage all critical supplier information in Workday to ensure compliance and accelerate procurement transactions with vendors.

- Create and manage suppliers with multiple remit-to addresses, email addresses and settlement bank accounts.
- Automate worktag recommendation with Supplier Invoice Spend Category Recommendations powered by machine learning.
- Establish payment terms for suppliers to procure goods and services.
- Restrict suppliers available for selection on transactions based on selected organization or organization's hierarchies associated with the supplier.
- Create supplier catalogs, load catalog items and route the catalog load request for review and approval.
- Configure accounting rules to assign the payables control account based upon the supplier category.
- Assign a default or accepted list of currencies for each supplier set up in Workday.
- Create external supplier sites where prospective suppliers can self-register and provide information on the goods and services they provide.

Invoicing: Improve your accounts payable workflow through efficient invoice processing, allowing you to reduce cycle times and cost.

- Create PO and non-PO supplier invoices.
- Create supplier invoice adjustments to increase or decrease the amount due to a supplier.
- Use OCR to ingest supplier invoices via multiple methods such as email, EDI, XML, APIs and submission via a supplier portal.
- Determine variances between supplier invoices and related business documents with 2 and 3-way matching.
- Check the validity of supplier VAT numbers in Workday as a standalone process.
- Set up national account invoicing for a supplier to invoice many different suppliers.
- Use the Enterprise Interface Builder (EIB) to add new supplier invoices or updating existing supplier invoices in Workday from a spreadsheet.
- Remit supplier invoices and payments to the different addresses, email addresses, and settlement bank accounts specified on remit-to connections.

Accounts Receivable, General Billing, and Miscellaneous Cash Receipts

Accounts Receivable (Included in Workday Core Financial Management)

With Workday, you can gain a 360-degree, cross-functional view of your customers, enabling you to take care of the entire revenue lifecycle. You can integrate with any CRM system and configure contract management, billing schedules, and revenue recognition to help you manage your operations while maintaining customer satisfaction.

Workday's accounts receivable (AR) functionality helps users manage customer payments, send invoices, and track collections. Workday's AR tools can also help users prioritize customers and automate processes.

Features

- **Send invoices**: Create and send invoices electronically.
- **Manage collections**: Use a dashboard to manage collections and prioritize customers.
- **Schedule communications**: Schedule and send customer communications.

- **Cash application**: Perform cash application.
- **Automation**: Use machine learning tools to automate finance-related processes.
- **Reporting**: Review payments, outstanding receivables, and customer credit in a reporting module.

Project Accounting and Grant Management

Workday Projects

With Workday Projects, you can plan, staff, track, manage, and analyze projects and talent pools to optimize efficiency and profitability. Whether those projects are internal non-billable initiatives or external billable services, Workday's agile and robust system helps you to achieve your key goals.

Unified with Workday HCM

- Use data from Workday HCM to staff contingent or full-time talent based on skills, competencies, job profile, past project performance, interests, fees and more.
- Enable superior portfolio and project planning with demand forecasting and utilization reports.
- Find the right talent for your project at the right time—with full visibility into worker skills and availability.
- Arm recruiters, resource managers, and project managers with a single source of the truth in the cloud, including mobile project management, time and expense tracking, and approvals.
- Empower your people to grow and succeed in the knowledge-based economy through Workday Learning, our on-demand, personalized learning management solution.
- Improve the retention and progression of your high-potential employees with Workday career and development planning.

Predictive Talent Insights

- As consultants complete projects, track skill acquisition to improve staffing decisions and reduce attrition.
- Minimize ongoing recruiting and onboarding costs by retaining and promoting your organization's best and brightest talent.
- Harness big data and machine learning to predict overall workforce attrition and identify high performers at risk.
- Take specific actions recommended by Workday to retain your key staff resources.

Project Management

- Quickly and easily access all your projects through a Project Manager Hub, where key information is surfaced.
- Billing Exceptions table in the Project Manager Hub displays billable project transactions that are not ready to be billed, surfacing a contract rate change that has not been applied to the time transaction or have no billable rate.
- Integrate to a CRM system to leverage external resource demand data and inform the planning and staffing of work with the upcoming Workday Services CPQ (Generally Available in Early 2025).
- Allow for the creation of opportunity projects for staffing plan and financial forecasts. Support easy conversion of opportunity projects to sold projects.
- Enable project managers to forecast demand, create project budgets and plan work with resource pools, work plans and project hierarchies.
- Establish a work plan with phases, tasks, milestones, status, and risks to track project progress from any device at any time.
- Enable the customization of project plan task name while maintaining the ability to report across projects at the portfolio and organization levels.
- Enable users to quickly and easily update and synchronize project dates across project plan tasks, task resources, resource forecast lines, and resource plan lines.
- Packaged Integration with Microsoft Project: With a few clicks, you can sync data (such as task dates and percent complete information on the project plan) between Workday Projects with Microsoft Project to allow for the execution and alignment of more granular project management.
- Simplify projects creation and strengthen standardization, control and compliance through built-in and customizable templates covering projects, project plans and resource plans.
- Simplify the project management experience with the use of Workday Assistant. Users can interact using natural language natively in Workday or through Workspaces such as Slack or Microsoft Teams to easily pull project information. This is especially beneficial to the infrequent user.

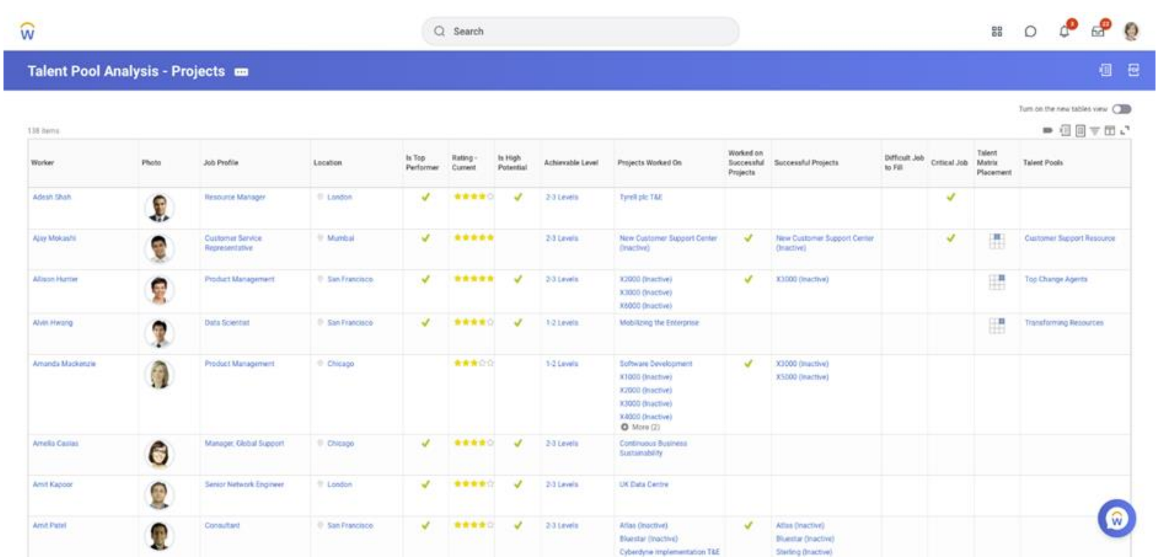
Project Financials

- Align projects with your talent portfolio, operational needs and organization's strategic goals.

- Provide flexible project labor costing, including multiple organizations in a single rate sheet and budget/forecast by worker and by role.
- Support project labor budgeting by hours and by amount.
- Support resource forecast at daily, weekly, and monthly level.
- Enable web service to create project budget.
- Support fixed fee and ratable revenue methods for project budgeting.
- Allow for scheduling of mass update of project budget and forecast as actuals are reported.
- Facilitate easy reporting differentiation between budget and forecast as forecasts refresh periodically.
- Enable customized and granular project resource forecasts at the project, task level daily and detailed allocation of worker availability including project breakdown.
- Allow for scheduling and automatic update of project budget and forecasts as actuals are reported.
- Enable dynamic and scalable resource forecast and project budgeting by leveraging Workday Worksheet’s Excel-like functionalities.

Resource Management

Define roles, view worker availability and performance, shop for talent inside or outside your organization and put the right people on the right projects.



- Get a holistic view of your staffing needs with a centralized resource management dashboard so you can act quickly and easily.

- Utilize Workday Career Hub to match employees with the right skills to fill vacant roles on projects by utilizing Workday Talent Marketplace
- Allow resource managers to create tailored pools of talents so that they can manage those pools in scale.
- Support flexible search of project workers based on various facets and easily assign resources to project.
- View staff availability including project allocation, time off, pending assignments, holidays, and leave.
- Leverage Workday Skills Cloud ontology to select related and similar skills that are recommended by machine learning in project staffing (e.g., when one enters Java programming skill, machine learning will prompt Python, C++ as they are related skill sets from which to choose).
- Quickly compare workers for a project by experience, qualifications, location, performance, and costing rate, etc.
- Staff teams with available, qualified workers, and account for workers on PTO, leave of absence, or assigned to another project.
- Stay on top of project budget and resource needs with weekly project-level resource forecasts, with full visibility into Total Forecasted Hours, Estimate at Completion (EAC) and Estimate to Complete (ETC).
- Utilize employee profiles from Workday HCM to staff projects based on internal or contingent worker skill inventories, competencies, past project performance, and more.
- Improve resource utilization and staffing flexibility by designating a resource as hard- or soft-booked, committed, or prospective.
- Allow consultants self-service access to update their resource forecasts so that resource managers can get better insights on the latest progress.
- Assign tasks and perform resource forecasting without specific resource assignments, providing increased flexibility in planning projects.
- Automatically add resources into resource forecast and resource plan when new people are assigned to a project.
- Support for use cases in which "multiple workers are on the same task" and utilize memo field to capture relevant info in resource plan lines.

- Create resource forecast by estimated hours and by percent allocation.
- Easily link unstaffed job openings to job requisitions for external fulfillment.

Unification with Time Tracking and Expense Management

Equip your workforce with time tracking and expense entry capabilities on the go.

- Provide anytime, anywhere access to mobile timesheets and expense reports, enabling a faster, more efficient reimbursement cycle.
- Easily add worker time to projects, incorporating project attributes such as location and customer
- Indicate billable and non-billable time.
- Automatically route project time to the right approver(s) including multiple project and staff managers.
- Allows project managers to transfer time booked from project A to project B and reclassify project time from billable to non-billable or vice versa.
- Allow resource managers to review and approve timesheets.
- Automatically incorporate entered time to calculate utilization, project actuals and billing.
- Use Workday Expenses to capture employee expenses and Procurement to track Purchase orders and Supplier Invoices related to a project.
- View total current spend against planned budget as projects and work progress.
- Ensure workers are shown only the tasks for which they are eligible and automatically validate project role for time entry to prevent the same worker from having the same project role on two different resource plan lines when there is a date overlap and standard cost rate overrides are different value.
- Allow for sending invoices with related receipts attached to help recipients understand the billing more easily.
- Support the ability to read receipt images and populate expenses with key data using a mobile device.
- Allow submission of expense reports with a negative reimbursable amount due to personal transactions on corporate liability credit cards and recover employee receivable amounts.
- Enable expense item attributes for merchant location.

- Allow selection and submission of per diem expense items (inclusive of travel journal lines) when creating expense reports on mobile devices.
- Support the processing and delivery of custom outbound corporate credit card remittance files through the secure PCI environment for Workday customers using MasterCard, Visa, or AMEX unmasked/unscrubbed packaged integrations for Expense credit cards.
- Support spend integration through webservice, including supplier invoice, expenses, and miscellaneous.

Workday Grants Management

Grants are an important funding source for many organizations. At the same time, organizations that provide grants—whether they are government agencies or non-profit institutions—are placing more scrutiny on the use of these funds as well as demanding greater transparency. In this environment, fully featured grants management solutions are vital to an organization's fiscal well-being.

Built with our strategic design partners in education and government, Workday Grants Management can handle administration requirements for a range of organizations. Unified with Workday HCM, Payroll, and Financial Management, Workday Grants Management reduces the number of manual hand-offs and integration points to improve accuracy, visibility, and compliance. The application provides a central location for submitted proposals, award budgets and contracts, automated post-award processing, and effort certification compliance. With Workday Grants Management, organizations can:

- Manage and capture grant-related expenditures.
- Record and assign tasks (e.g., contractual deliverables) to individuals and report on the status of those tasks, including tasks that are part of the close-out checklist.
- Determine facilities and administration costs with a robust, configurable calculation engine.
- Perform accounting related to grant activity, including revenue recognition and associated journal entries.
- Ensure balanced accounting for awards spanning major business units across an organization, such as engineering or medical schools at a higher education institution, or transportation or public safety departments within state and local governments.
- Bill sponsors/grantors based on the unique requirements of a particular award. Supported billing scenarios include cost reimbursable billing, installment and

milestone billing, automatic consumption of prepayments, sponsor retention, separate billing for portions of an award, and custom invoice numbering per award.

- Draw for letters of credit and automatically apply sponsor payments to invoices.
- Easily organize and locate attachments related to awards using defined categories.
- Link multiple proposals to an award—both initial and follow-on proposals—and report on those relationships.
- Define customized errors and warnings to prevent incorrect spending, commitments, and payroll costing allocations and to enforce sponsor/grantor restrictions on types of expenditures that are disallowed for an award.
- Certify effort of principal investigators/program managers and other key personnel working on a grant.
- Apply the salary cap limitations required for National Institutes of Health awards automatically.

Capital Assets

Fixed Asset Management

Workday combines the traditionally separate domains of fixed assets and inventory with the ability to manage high-value, low-cost items such as mobile phones and security badges. The key to asset management is the separation of asset accounting from asset tracking when needed. By separating the accounting and tracking processes and decisions, it allows all business assets to be accounted for according to accounting rules and tracked according to use. Organizations can track and manage assets throughout their entire physical and accounting lifecycle and have complete visibility into the entire history of an asset, from procurement to disposal. Support for multiple depreciation schedules enables reporting across different accounting standards and facilitates compliance.

Workday Inventory (Quoted as optional)

Workday Inventory is a true cloud product that addresses the internal inventory management needs of today's organizations. Workday Inventory brings a fresh approach to traditional internal materials management with a modern user experience, flexible framework, and mobile accessibility to provide users with the ability to perform several transactions, whether on the floor or on the go. When used with Workday Procurement, it provides visibility across your internal supply chain to decrease costs, optimize stock levels and support growth initiatives.

Human Resources, Personnel Management, and Employee Relations

Workday Human Resource Management

As one secure and adaptable foundation, Workday Human Resource Management is designed to address the challenges you face today and prepare your organization and your people for whatever the future brings. As industries, circumstances, and requirements change, the application evolves to help your organization adapt with ease. Workday empowers HR leaders to lead the charge in the changing world of work.

Core HCM Functionality: As the intensity of workforce and skill shortages intensifies, Workday Core Human Capital Management (HCM) supports organizations in re-defining the world of work. As a secure and adaptable foundation, Workday HCM is designed to address the challenges your organization faces today and to prepare your business and your people for whatever the future brings, empowering them to re-invent work for long-term success, with a focus on people success and productivity. Workday HCM supports organizations with key capabilities including:

- **Flexible Staffing Management:** Workday core human resources features begin with establishing and managing staffing at any level in the organization. Workday HCM manages open positions using position, headcount or job management and manages the transition of any worker from applicant to employee or contingent worker. Workday provides the flexibility to define an organization's staffing approach for individual divisions, units, or the entire organization, including:
    - **Position Management:** Hiring managers fill only specific approved positions. Compensation packages may optionally be assigned to unfilled positions.
    - **Job Management:** Hiring managers hire as they see fit with no specific target, subject only to the hiring guidelines defined for the organization.
- **Comprehensive Worker Profile:** With Workday, organizations can track more than basic worker information. Shifting from a system of record for workforce management, to a system of capabilities, Workday enables organizations to track key worker information including skills, worker experience, education, languages, certifications, training, achievements, professional affiliations, job history, internal projects, and more. Armed with a complete picture of your workforce capabilities, your organization is empowered to make strategic decisions to support the changing world.

- **Foundational Skills Management:** When it comes to tracking workforce capabilities for your organization, Workday provides a business-centric approach to skills management with Workday Skills Cloud, the world's most open skills intelligence foundation. Built into the underlying framework of Workday Human Capital Management, Workday Skills Cloud leverages artificial intelligence and machine learning to maintain this growing list of skills and map how closely skills are related to each other. Workday Skills Cloud also includes features such as: a skills ontology in 16 languages; skills contextualization for ML-based with skill suggestions, inference, and skill levels to measure a worker's skill proficiency; skills interoperability to connect third-party skill data from external sources and across multiple applications; and skill-level reporting to measure skill gaps and opportunities for talent mobility. Workday Skills Cloud is leveraged across many Workday applications such as Workday Recruiting, Workday Learning, Workday Talent Optimization, Advanced Compensation, Projects and Workday People Analytics to deliver insights and experiences that enable organizations to deliver on a skills-based people strategy.
- **Workday Skills Cloud** gives workers the ability to not only track their skills but also provides an enhanced search experience to streamline skills reporting and updates throughout the worker lifecycle. Organizations armed with analytics and insights can highlight top skills, perform gap analysis, and empower leaders to help develop internal talent, or focus recruitment efforts externally. Machine learning functionality in skills cloud can help identify workers with best-match skills as well as recommend candidates, enabling organizations to meet crucial hiring initiatives.
- **Seamless Onboarding and Cross-boarding Experiences:** Onboarding helps organizations set the first impression of their organization. Provide workers with the world-class experience they expect by extending a warm welcome to new and pre-hires, connecting them with managers and co-workers, and providing them the information they seek in a familiar interface. Organizations can reduce administration effort and cost by streamlining and automating the tasks and to do's while also helping new workers quickly feel at home at your organization. The automation of new-hire business processes, forms management, and checklists ensure greater first day worker productivity, improved HR productivity, and greater visibility into the transitioning of new hires. Extend the same welcoming experience to your workforce during times of transitions such as returning to the workplace, job changes or promotions to ensure an engaging experience while helping set the worker up for success in their return or new role.

- **Configurable Business Process Framework:** The business process framework allows you to easily configure, copy, and change process flows, consider conditional logic, or embed information throughout the process. All of this happens without IT or consulting resources, so you don't have to deal with the delays and costs that are typical of process changes.
- **Innovative Security Methodology:** Security is a core part of what makes Workday HCM flexible and easy to use. Secure data rather than fields. Set up security once and it governs the data across all Workday HCM no matter how it's accessed—via browser or mobile app.
- **Workday AI:** Only Workday AI helps HR leaders and employees feel more human, more intelligent, more skilled and more valued at work. We achieve this by embedding AI into the very core of our platform, enabling our applications to natively leverage AI as part of the workflow. Our approach delivers true business adaptability for a changing world. Cutting-edge organizations are already using Workday AI technology to help readers, managers and employees tap into higher level skills and amplify their potential for business success and feeling human at work.
- **Mobile First Design:** Meet your workforce where they are with a mobile-first design approach with Workday, fostering straightforward, relevant interactions. A single application provides access to all Workday HCM where it's always in sync, so changes made on the mobile app instantly appear in the browser version and vice versa. This makes it possible to fluidly move between mobile and desktop, meeting your workers anytime, anywhere.
- **Native Reporting, Analytics, and Dashboards:** Reporting and analytics are native to Workday HCM and inherit the security configurations you set up around data. Reports, dashboards, and scorecards are easy to configure, change, update, and publish. And because transactional and analytical data are in the same system, you can drill into data and act on it from anywhere within Workday HCM. Removing the separation between transactions and analytics means that you can manage your organization fluidly, in real time, and with full confidence in data integrity.

Workday Core Reporting and Analytics: Workday's native reporting and analytics capabilities enable you to take control of your data and make confident business decisions. Over 5,000 customers rely on Workday Core Reporting and Analytics because it's built for scale, supporting over 18.8 million monthly active users and over 4 billion monthly report executions. Instead of jumping back and forth between HR systems and analytics tools you're able to analyze real-time data in the same place you manage your people and money. This ensures insights are secure, accessible, and easy to share across your organization. Workday's flexible, consistent security model enables you to give your people self-service access to analytics at scale without compromising the security of sensitive information.

Double Down on Diversity and Inclusion Metrics: As organizations work to gain a better understanding of the demographics of their workforce along with trends in hiring, promotion, leadership, belonging and attrition for different populations, Workday is doubling down on the analytics around inclusion, belonging and equity. At Workday we think about diversity and belonging with a focus on VIBE™: Value Inclusion, Belonging, and Equity for all. Workday's VIBE Central™, part of Core HCM reporting capabilities, serves as a hub for all delivered diversity and inclusion-related data in one centralized place in Workday Human Capital Management (HCM), enabling organizations to set goals and then monitor progress against those goals. Organizations can assess, measure, and manage diversity and inclusion by the dimensions of their choice (nationality, age, gender, etc.).

Organization Management: Workday provides unlimited dynamic, agile organizations that can be configured to reflect multiple organizational structures simultaneously. The organization management capabilities in Workday are designed to help organizations model business changes, act on data-driven insights, and adjust to evolving market conditions. We combine org management, visualizations, and modeling with the seamless ability to execute in a single solution, empowering your organization with agility in the face of change.

Workday Organizational Management capabilities enable customers to:

- **Manage Organization Structures:** Build your organization structures to reflect the way you do business and view organizations as a dynamic organization chart. Workday provides the flexibility to design around supervisory structures, cost center, geographic hierarchies, and custom or matrix organizations.
- **Model Reorganization Options:** Visualize, plan, and execute reorganization transactions in a matter of minutes versus weeks. Leveraging the single source of data in workday, Org Studio provides an intuitive drag-and-drop interface that can use live or future-dated data to collaborate around org scenarios and view associated metrics. Customers can configure their own reports or use the Workday delivered reports to compare current and proposed org modeling changes. Delivered reports include Organization Headcount and Management Summary for Org Design and Organization Age Band Summary for Org Design. Enabled by our powerful security framework, auditing and business process, changes can be routed for approval then enacted. In addition, with the use of effective dating and organization management

capabilities, you can quickly move workers or combine, divide, or deactivate organizations.

- **Organizational Reporting:** Report on organizations by creating and running reports using organizational parameters such as cost center, region, or custom reporting structures. Also view any key metrics such as headcount or span of control in your org chart to see deep insight in context of the organization. Leverage effective dating to view historical or future organizational structures with ease. Easily export your organization charts to PDF or Microsoft PowerPoint with pictures and metrics.

Workday Employee and Manager Self-Service: Workday offers an intuitive user experience that promotes employee engagement. With all functionality built in a unified platform, employees, managers, executives, and administrators have a consistent experience. For workers, managing HR transactions like benefits enrollment, expense reports, PTO and payroll is just the beginning. Workday empowers employees to tap into opportunities to grow and thrive within their organization, which drives employee satisfaction and retention. Personal and professional growth comes through employees' ability to get feedback at any time, provide feedback through surveys, understand opportunities, seek mentors and guidance, learn freely, and develop the skills they need to take their careers in any direction.

Workday self-service functionality provides the following:

- Role-based access to relevant information and actions
- Self-service actions invoke all business processes mandated by your policies
- Purpose-built virtual assistant enabling an intuitive, modern self-service experience
- Pervasive auditing and effective dating to keep your organization in compliance
- Extensive access to self-service via tablets and smartphones via native applications and on all other devices via HTML5. Workday is responsive, meaning it is optimized for all devices
- Professional Worker Profile enables users to maintain their key talent information, manage experience and education data, and collaborate and engage with the right people with the right background
- Personalized recommendations for information, actions, and opportunities to optimize the employee experience
- Access to Natural Workspaces, such as Microsoft Teams and Slack, so employees never have to leave their flow of work to complete employee self-service tasks

Employee self-service is delivered for all Workday HCM functional areas, allowing organizations to empower workers to view and update their own information where applicable. All this is achieved in a consumer-like user interface with many options available on mobile as well as desktop.   Additionally, Workday delivers more than 500 business process types through which you can assign tasks to managers using role-based security groups so they can complete them via manager self-service. Managers also have access to actionable and drillable real-time analytics and one-stop-shop hubs.

Recruitment

Workday Recruiting

Workday Recruiting is designed to help recruiting leaders become talent advisors by building hiring processes that are more agile, more intelligent and ultimately more human. Seamlessly unified with Core HCM, Workday Recruiting allows you to manage the entire talent lifecycle from initial workforce planning, to sourcing, screening, interviewing, hiring, onboarding, through performance and succession planning. Designed to be an end-to-end talent acquisition application, Workday Recruiting makes recruiting simpler, faster and smarter.

Recruiting teams are busier than ever and simple navigation and a personalized workspace are required to empower recruiters as they work across multiple job requisitions. The Recruiter Hub is a central place for recruiters to start their day enabling them to gain visibility into their candidate pipeline, view tasks awaiting their action and access recruiting from anywhere within Workday. Workday Recruiting includes the following solutions:

- **Candidate Experience, Sourcing and CRM:** First impressions matter. Give your candidates a personalized and engaging experience during every step of the hiring process.
- **Recruiter Experience and Efficiency:** Recruiters have an intuitive and easy to use workflow and the ability to personalize their workspace, empowering them to work the way they want.
- **Data-Driven Hiring:** Have the tools necessary to make data driven hiring decisions that help you be a talent advisor that supports organizational goals.
- **Hiring Team Collaboration:** Recruiting is a team sport and with Workday Recruiting, recruiters and hiring teams can work together seamlessly to hire top talent.
- **High-Volume Hiring:** Workday Recruiting helps organizations quickly and effectively manage high volumes of candidates at scale.

- **Skills-Based Hiring:** Workday Skills Cloud with embedded AI and ML combined with Workday Recruiting enables teams to execute on their skills-based hiring programs.

Benefit Administration

Workday Benefits Administration

Workday Benefits is a highly configurable, intuitive benefits system that allows your organization to define packages and plans to motivate and retain employees. Workday Benefits gives your organization the tools to define, manage, and adjust benefits plans to meet your unique requirements. Workday enables you to manage your organization's benefits elections by setting up benefits plans, providers, and programs while also defining robust eligibility rules that automatically determine employees' qualifications for benefits plans. And your employees can more easily enroll in benefits during open enrollment periods via any device – including their mobile phones.

Workday allows you to automate benefits events, including new hire enrollment, open enrollment, life event changes, and termination. You can also set up default enrollment logic for employees that miss the benefits enrollment window, as well as rules to determine what happens if multiple life events occur on the same day.

With the Benefits and Pay Hub, employees can easily find important benefits information and get the most out of their Total Rewards packages. The Benefits and Pay Hub provides a single location for employees to conveniently review information and act on their benefits, payroll, and compensation. An overview page surfaces information that is most relevant and useful to workers. Employers can configure the overview page to meet their unique needs with announcements, suggested links, and cards. These features can be used to improve awareness on important news such as benefits enrollment, new offerings, and more.

Payroll

Workday Payroll

Designed with a robust calculation engine and a focus on the connected HR and payroll experience, Workday Payroll enables users to manage payroll efficiently and accurately. Workday's continuous calculation engine and flexible architecture lets users define earnings, deductions, accumulations, and balances streamlining the payroll process and improving efficiency. Additionally, the role-based security model fosters collaboration with key business partners outside the payroll department while ensuring sensitive employee data is safeguarded. Workday Payroll delivers value for users and organizations because it is:

- **Connected and Future-Ready**: Capitalize on connected, consistent, real-time data maximizing the value of having a single global core enterprise solution with a 'system of engagement and record' that feeds core HR, compensation, benefits, absence, and time data into payroll and feeds post-payroll data into finance and analytics as well as quickly adapt to compliance, market, and business changes with a Future-Ready, highly configurable framework.
- **Effortless and Engaging**: Empower your workers to have only one place to go and elevate the payroll role. Have an effortless experience that meets workers, managers, and payroll administrators in the flow of their work.
- **Autonomous and Efficient**: Do more with less, save time and cost using a payroll system that is analyzing, anticipating, and automating everywhere. Efficiency gains are realized through innovations being autonomous such as responsible artificial Intelligence AI and ML built seamlessly into an open connected enterprise cloud platform.
- **Local and Global**: Help organizations to get all workers, in every location paid accurately, timely, and compliantly. Operate worldwide with native payroll systems that have been built for depth providing more functionality, more deeply and engage with partners for breadth leveraging Workday's integrations together with our partners' local expertise and additional payroll services.

Workday Payroll provides configuration and functionality around the following capabilities:

- Payroll Processing
- Earnings and Deductions
- Accumulations and Balances
- Auditing and Reporting
- Accounting and Compliance Support
- Business Process Framework
- Pay Groups & Companies
- Retro Pay

Compliance: Workday recognizes that the current tax laws and legislation are not static and bound to change. With seamless legislative and tax updates and Workday's Compliance Updates Dashboard, Workday Payroll for the U.S. makes it easy for users to manage compliance and visualize the compliance changes that will affect their employees.

For example, Workday Core HCM and Payroll for the U.S. will allow you to easily track full-time employees that are not enrolled in medical coverage and part-time employees that meet the ACA full-time threshold via the ACA dashboard. Automatically trigger benefit enrollment events for employees that meet the full-time threshold during any given measurement period and then end enrollment once the employee falls below the threshold. Then at the end of the year when it comes time to submit forms 1094-C and 1095-C, you can create, review, validate and submit the forms to the IRS all within Workday. Additionally, Workday is ACA compliant out-of-the-box, with no need to pay for additional functionality.

Time and Attendance

Workday Time Tracking (Optional)

Workday leads enterprise application innovation with its consumer-driven time and attendance application, Workday Time Tracking. Simply unified, this cloud application works seamlessly with Workday Human Capital Management (HCM), Absence Management, Scheduling, Payroll, and Projects to provide organizations a simplified user experience accessible via the web or a mobile device.

Workday Time Tracking is designed with a powerful calculation engine and rules framework to provide flexibility, configurability, and control for your entire workforce, anytime, anywhere. Time accumulators paired with our rules framework helps customers comply with work hour limits. Organizations are now able to reduce labor costs, minimize compliance risks, and increase worker productivity. With Workday Time Tracking, you can:

- **Deliver a Consumer Driven Experience:** Unlike traditional time and attendance applications, this people-centric solution is designed for end user consumption to increase user entry and adoption, not just for back-office functionality. Workday Time Tracking helps organizations drive productivity by minimizing time consuming tasks, payroll errors, and engaging users through self-service.
- **Streamline Workforce Management:** Managers can quickly view and approve time entry requests and identify and resolve issues with minimal efforts. Workday Time Tracking's robust calculation engine delivers real-time information such as overtime and double hours. Our time anomaly deletion surfaces potential errors before payroll is run, allowing for easier and more nimble management. Workday eliminates the need for manual adjustments each pay period.
- **Provide Insights to Control Costs:** The unification of Workday Time Tracking with Workday HCM, Absence Management, Payroll, Scheduling, and Projects provides a single user experience, a single platform, and a single source of data for workforce intelligence. Having a unified system without the need to build manual integrations allows customers real-time visibility into actual labor and project costs, actionable insight, the power of real-time reporting and all their relevant information at their

fingertips to act at the point of decision. The Time and Scheduling Hub centralizes daily operational and period-based tasks and analytics for Time Tracking, Absence Management and Scheduling. Daily operational real time updates include late check-ins, missed meals and breaks, and workers approaching overtime thresholds.

Optional: Aladtec Public Safety Scheduling (Pricing included as optional on spreadsheet)

While Workday can meet the scheduling needs of most of the City, we recommend evaluating Aladtec to address your public safety scheduling needs. Aladtec provides public safety employee scheduling to match shifts to your rotation patterns and monitor minimum staffing requirements. With Aladtec, you can build rotational schedules that best serve your community and ensure you have the right number and mix of staff on each shift.

Rotational Scheduling: Use Aladtec's pre-configured rotations—including 24/48, 48/96, Panama Rotation, California Rotation, and many more—and schedule for multiple years at a time. Drag and drop to make ongoing changes, whether removing an employee who called off or adding additional shifts.

Coverage Alerts and Communications: Aladtec communication tools help simplify communications and help you drive proper coverage for every shift and keep the agency connected. Page available and qualified staff to fill shifts as soon as they open in a variety of customizable ways. Pages can be sent all at once or sent sequentially by seniority, hours worked, or last overtime shift. Send schedule changes and urgent messages to individual employees or groups via text or email. Notify supervisors when staff requests time off, shift trades, and more. Update employees on the outcome of their request.

Compliance: Aladtec simplifies compliance tracking - from minimum staffing requirements to fatigue rules. The system automatically monitors staffing levels and flags violations ensuring you have the right mix of qualifications for each shift. Monitor fatigue rules including required time off or rest between shifts, maximum contiguous work hour limits, etc. Track certifications for proper scheduling and receive automated reminders when expiration dates are looming. The system can be configured to issue a warning or prevent scheduling an employee with an expired certification.

Reporting: A variety of customizable reports are available. Run reports on scheduled hours by schedule, employee, or time type. Access system information about a member's scheduled shifts, time off used, trade history, work qualifications and more. View a history of shift trades.

https://tcpsoftware.com/products/aladtec

Software Documentation Features and Functions

Proposer to provide a summary of their software documentation that describes the features and function of the proposed application software. Identify what makes your documentation user friendly and useful to the end user and technical user of the software.

Workday Response:

Workday Community provides all customers with an area to access documentation, communicate on forums, and contribute or vote on the Ideation Hub. Workday is unique in that all customers are on the same version. The benefit of one version is that customers can share resources such as reports and integrations. All this collaboration occurs on the Workday Community portal.

The City's business processes will be documented when they are set up during deployment and as they are updated as the City changes processes over the years to come to meet future requirements and MOU changes. They are shown both in a step-by-step process and as a Visio diagram. Audit is always on so the City will know who made the change and when it took place. The City will determine who can change processes based on security.

Workday provides several types of documentation intended to help you with various scenarios of supporting Workday:

1. **Services Update Notes -** we publish service update notes weekly to document fixed bugs. In addition, we include notifications of any enhancements delivered with the service update.
2. **Announcing Workday -** approximately one month before the Release Preparation window for a feature release, we publish early release notes under the title of Announcing Workday.

- Announcing describes the most highly anticipated features and enhancements planned for the release.
- Announcing is not a comprehensive list of the features planned for the release.

3. **What's New Report -** is a standard Workday report that you can run in your Preview or Production tenant. What's New release notes provide information about new features and enhancements delivered to each tenant. We update the report weekly.

- The What's New report provides a source of that you can easily download to a spreadsheet to help you plan and manage your testing of the release.

- See “What's New in Workday XX” for instructions on how to run the What's New report.

4. **Workday Administrator Guide -** is a how-to guide for configuring and using Workday and is the standard documentation for application functionality and technical details.

Proposed Software Modules Table

Proposer to complete the table below. Proposed modules that are required to satisfy the requirements associated with the functional areas identified below cannot be proposed as complementary or optional.

Table 2-01: Proposed Functional Areas/Modules

Proposed Software Information	
Product Component/Suite (Name and Version of the Proposed Software Solution)	Workday 2025R!
Time on Market	Workday first became generally available to our customers in November of 2006.
Release Date of Most Current Version	Workday 2025R1 is our current update, which was released in March 2025.
Next Major Release Date	Our next release (Workday 2025R2) is scheduled for September 2025. Workday delivers two major updates a year. All customers are updated to the newest release and can consume the relevant innovation as needed.
Next Minor Release Date	Workday provides continuous updates on a weekly basis, which occur within the weekend maintenance window and deliver timely fixes and enhancements that are non-impactful to customers.
Was the product proposed originally developed by your firm, or, was the product acquired from another developer/entity?	The Workday cloud service was originally developed by Workday.
If the proposed product was acquired, what was the date of acquisition?	The core HCM and Financials proposed solution was built by Workday. Our strategy has been organic growth, with only a few acquisitions to augment our core offering. We believe in a unified solution, not like other vendors fragmented applications caused by acquisitions. We remain focused on further developing our product and leveraging technology, helping our customers go into production quickly, and ensuring customer satisfaction and success. For

	your proposal, the only acquired products we are including or listing as optional are: **Scout RFP - November 2019** Workday Strategic Sourcing (formerly Scout RFP) provides an intuitive and modern cloud-based platform for strategic sourcing and supplier engagement that makes sourcing simpler, smarter, and more streamlined. With Workday Strategic Sourcing, Workday will provide organizations a comprehensive source-to-pay solution with a best-in-class strategic sourcing offering to transform the procurement organization and deliver better business outcomes, including reduction in spend, greater policy compliance, and maximized engagement across key stakeholders. **Adaptive Insights – June 2018** Adaptive Insights is a leading cloud-based platform for modernizing business planning. Workday has combined Adaptive Planning – used by thousands of customers of all sizes around the world – with its leading suite of applications for finance and HR. Together, Workday and Adaptive Insights have enabled customers to better continuously recalibrate across the enterprise all in one system – the leading cloud platform to drive their financial and business transformations. **Evisort - October 2024** Evisort is a leading AI-native document intelligence platform. The company's platform leverages AI to surface clear and actionable insights from complex legal and business documents stored in document management systems.
What is the future roadmap for the proposed product? Is there an end of sales or support date for the product?	Workday recognizes the value of sharing what is on our roadmap with prospects and will be more than happy to share our product strategy and targeted features upon being shortlisted, during our final presentation. We also encourage you to visit our blog page (blogs.workday.com) to stay abreast of what our leaders are planning from an innovation perspective. Since all Workday customers will be at the same "code level" and Workday handles all technology and system upgrades, we don't have the end-of-life concerns that a typical ERP vendor has. Workday

	manages the platform and therefore must manage any changes.
Does your company have plans to release a differing product that offers the same or similar functionality in the next 5-10 years?	No.
Licensing	
Describe how the software is licensed (e.g., named user, concurrent users, enterprise/site, power user) and the options available for licensing.	Workday's simplified subscription pricing model is based on the scope of RFP requirements along with the total number of workers in the enterprise over the term of the agreement. We first determine the number for FSE (full-service equivalent) workers based on the makeup of the workers at the company. Full-time workers are weighted at 100% but **concessions are applied to part-time, seasonal/contingent and other worker types like retirees (benefits only)** who are expected to have lesser interaction with the system. Details on weightings of worker types can be provided later, but it's important to note that **all worker and user types have full access to Workday** managed through role-based security. In other words, there is **no additional "user"** license fee. Security in Workday determines who gets to do what in the software. Once the total FSE amount is calculated, the cost for software in scope is then multiplied by the number of applicable FSEs. The pricing is ramped and includes a fixed innovation index locked for the contract term (10 years). Workday also offers additional software that adds value but is not required to meet the needs in the RFP.
How many licenses have been proposed?	Workday uses the customer's organization size as a basis for the commercial agreement; specifically, your volume of workers, or what's known in Workday terms as your Full-Service Equivalent (FSE) count, which is a weighting of all worker types in the system. Workday and our customers work together collaboratively in each annual reporting period to true-up the FSE count. Workday is proposing a total of 282 FSE's which was calculated based on the following information in the RFP: 273 Full-Time Employees, 8 Part-time Employees and 56 Seasonal and Casual employees. Additional discovery required to validate FSE Count.

Are the same licenses required for all users, or, would some users (e.g., those only accessing employee self-service) have a different license type than other users (e.g., Human Resources Director)?	**All worker and user types have full access to Workday** managed through role-based security. In other words, there is **no additional "user"** license fee. **Concessions are applied to part-time, seasonal/contingent and other worker types like retirees (benefits only)** who are expected to have lesser interaction with the system. When Workday was founded, our founders (who also founded PeopleSoft) decided not to use a 'user licenses' based approach based on experience and feedback from organizations. Our simplified, transparent approach offers predictable pricing without hidden costs. Workday uses the customer's organization size as a basis for the commercial agreement; specifically, your volume of workers, or what's known in Workday terms as your Full-Service Equivalent (FSE) count, which is a weighting of all worker types in the system. Workday and our customers work together collaboratively to validate your FSE count on your initial order form and in each annual reporting period.
How are new users added to the system? Are there incremental costs per user?	Customers can add users at any time to the system. Customers report worker/ employee counts annually. Workday and our customers work collaboratively in each annual reporting period to true-up the FSE count when the FSE count exceeds the % amount defined in your contract. This transparent pricing approach offers a predictable price model avoiding unanticipated, hidden costs.
If an existing user separates from service at the City, may their license be re-assigned to a new staff member, or, must a license remain assigned to that staff member in order to maintain employee records/retiree benefits/etc.?	Former employees that no longer have access to the system but are kept in the system for reporting do not count against your FSE count. In other words, their license will free up for another user that is the same employee type (i.e. part-time vs. full-time). Note: If you have retirees that require on-going access the system for benefits, they will require a pro-rated (minimal cost) license to use self-service in the software as a retiree.

Deployment Model			
Deployment Models Proposed to the City *(Corresponding Attachment C1 Cost Worksheets shall be*	City-Hosted (Perpetual License)	Proposer-Hosted (Perpetual License)	Software-as-a-SaaS
			X

completed for each separate deployment model proposed)			

Summary of Modules Proposed

No.	Functional Area	Name of Proposed System Module(s) to Address Requested Functional Area	Previous Third-Party Partnerships and/or Solutions Successfully Integrated* With
1	General Ledger and Financial Reporting	Workday Core Financials	Workday can be integrated to any third-party system using Workday's delivered web services and robust integration tools assuming the third-party software has some technical ability to integrate. Additional information regarding specific integrations can be provided after short listing upon request.
2	Budgeting	Workday Adaptive Planning	Additional information regarding specific integrations can be provided after short listing upon request.
3	Capital Asset Accounting	Workday Core Financials	Additional information regarding specific integrations can be provided after short listing upon request.
4	Purchasing	Workday Procurement Strategic Sourcing Essentials (RFP/RFX Functionality) and Evisort (Contract Intelligence and Authoring) proposed as optional.	Additional information regarding specific integrations can be provided after short listing upon request.
5	Accounts Receivable	Workday Core Financials	Additional information regarding specific integrations can be provided after short listing upon request.
6	Accounts Payable and Cash Receipts	Workday Core Financials, Workday Expenses (proposed as optional) and Teller	Additional information regarding specific integrations can be provided after short listing upon request.
7	Project Accounting and Grant Management	Workday Projects and Workday Grants	Additional information regarding specific integrations can be provided after short listing upon request.

8	HR and Personnel Management	Workday Core HCM	Additional information regarding specific integrations can be provided after short listing upon request.
9	Applicant Tracking	Workday Recruiting	Additional information regarding specific integrations can be provided after short listing upon request.
10	Benefit Administration	Workday Core HCM and Cloud Connect for Benefits	Workday's Cloud Connect for Benefits offering removes the burden of managing integrations to benefit carriers. Workday currently manages over 300 vendor integrations of approximately 20 different products and can add additional vendors as needed. Cloud Connect for Benefits integrations are built, hosted and maintained by Workday and we continue to add to this catalog at the request of either customers or vendors. When anything changes with integrations (fields are added, changed, etc.) Workday takes responsibility for ensuring that the integrations do not break. Providers are constantly added to this offering, which covers the broad range of provider types an organization requires: ▪ Health insurance ▪ Flexible spending accounts ▪ Defined contribution plans ▪ Life and AD&D insurance ▪ COBRA/HIPAA administrators Additional information regarding specific integrations can be provided after short listing upon request.
11	Time Entry	Our proposal recommends staying with Timeclock Plus for the initial phase of your project. However, Workday also has a timekeeping module that is used by many government organizations. Workday	Workday has successfully integrated with Timeclock Plus in the past. Additional information regarding specific integrations can be provided after short listing upon request.

		Time Tracking is proposed as optional.	
12	Payroll	Workday Payroll	Additional information regarding specific integrations can be provided after short listing upon request.
13	Compensation	Workday Core HCM	Additional information regarding specific integrations can be provided after short listing upon request.
**Successful integration should include only those instances where both the software and the client are in production environments.*			

Optional and Complementary Modules

What other system modules or products, not included in the scope of your proposal, would the Proposer recommend to be complementary or optional to the Project Scope?

Table 2-02: Optional and Complementary Modules

No.	Module Name	Narrative Description of Functionality Provided	Optional or Complementary
1	Workday Expenses	Employee expense reporting and approval capabilities	Optional - Requirements AP.118-AP.124 would require Workday Expenses. Workday is quoting as optional so the City can decide if it makes sense to include based on the number of employees that submit expense reimbursements.
2	Strategic Sourcing Essentials	Includes sourcing pipeline, RFx engine, and eAuctions platform.	Optional – most of your purchasing tab requirements can be handled by Workday procurement except for the bid management requirements PU.149-PU.191. Because several of these requirements were desired vs. critical, we are providing pricing as optional so the City can decide whether it makes sense to include.
3	Workday Extend	Develop your own Apps	Optional - This tool allows you to build your own apps working of the Workday platform and security. There were no direct requirements for this in the RFP, but some customers will leverage this to address unique requirements of their departments.

4	Evisort – Contract Intelligence and LifeCycle Management	Contract intelligence creation, authoring, redlining, approval, and digital signing ensuring compliance to terms/clauses	Optional – most of your purchasing tab requirements can be handled by Workday procurement but Evisort offers value added functionality for authoring and managing contracts.
5	Workday Learning Management	Deliver targeted content, embed learning experiences through the employee lifecycle, surface content and recommendations, embed interactions and content, etc.	No direct requirements in the RFP but including as optional for consideration.
	Workday Time	Our proposal assumes you continue with Time Clock Plus for your Timekeeping needs	Our proposal assumes you keep TimeClock Plus (TCP)for Timekeeping and TCP's public safety scheduling (Aladtec). Workday's Timekeeping solution is quoted as optional to address requirements TE.1-TE.161 and some scheduling requirements for non-public safety. For scheduling requirements TE.162-TE.237 that are specific to Police and Fire, Workday recommends integrating Aladtec to Workday and to consider replacing PlanIt with Aladtec for Police.

Partnerships/Third-Party Product Relationship

i. *Proposer to fill out the below table for each of the Partnership/Third-Party software product proposed.*

Table 2-03: Partnership and/or Third-Party Product Identification

Name of Partnership/Third-Party Software Firm	Name of Software Product	Name of existing Clients using Proposer's system and the Partnership/Third-Party Software	Number of years Client has been using the two products together
TimeClock Plus, LLC	TimeClock Plus, Humanity and/or Aladtec (Aladtec is quoted as optional for public safety	Timeclock plus has developed standard integrations with Workday. Government customers using both Workday and Time Clock Plus software include the State of Oklahoma and City of Akron.	The State of Oklahoma and City of Akron have been using both Workday and Time Clock Plus software for 2+ years. Additional details

Name of Partnership/Third-Party Software Firm	Name of Software Product	Name of existing Clients using Proposer's system and the Partnership/Third-Party Software	Number of years Client has been using the two products together
	scheduling at the City of Superior)	Other joint customer names can be provided upon request.	can be provided upon request.
Can/Am Technologies	Teller Cashiering	Can/Am has 39 joint clients with Workday, including the Cities of Wausau, Salt Lake City, Charlotte, Ontario, Rancho Cucamonga, Olympia and the Counties of Marathon, Tulsa, Kern, Yakima, and Clark.	5+ years

ii. *For each product proposed as a Partnership/Third-Party product, detail the options available to the City as it relates to contracting relationship between the City and the Partnership/Third Party.*

Workday: To simplify the contract process, our proposal assumes the City would leverage IronBrick (a reseller), as the primary contracting partner for our proposed software components, Workday and Can/Am (Teller). As an existing TimeClock Plus Customer, the assumption is that you would leverage your existing contract with them to purchase Aladtec for public safety scheduling. There is the option to contract through IronBrick for The Groove's implementation services as well, if preferred.

IronBrick's primary mission is to help public sector organizations acquire complex ERP solutions through simple, efficient, and compliant acquisition cycles. Iron Brick is an authorized reseller of Workday and is submitting Workday pricing to address your RFP requirements. The pricing included reflects pricing only applicable through contracting with Iron Brick Associates, LLC. Iron Brick respectfully proposes that the terms and conditions of Iron Brick's pre-negotiated Omnia Contract be used to procure the Workday solution contained herein.

Region 14 ESC - TX

Contract Number: 159124

Initial Term: February 1, 2025 through January 31, 2028

Renewal Options: Option to renew for two (2) additional one-year periods through January 31, 2030.

[IronBrick | OMNIA Partners | Contract Documents]

iii. Proposer to provide the approach and responsibilities for managing the implementation and acceptance testing for each of the proposed Partnership/Third-Party products.

The Groove: For each engagement, The Groove's project management team plays a crucial role in ensuring that your project is delivered successfully, meeting all defined goals and expectations. For each project, we designate an Engagement Manager (EM).

Both TimeClock Plus and Teller, if selected, will be part of our project governance team with members on the Steering Committee and project managers that will lead those specific workstreams.

The Engagement Manager (EM) is responsible for working with the City's Project Manager and our other software partners to ensure the timely success of the project. The EM also works with each of the software partner project managers to coordinate deployment schedules and phases, such as testing, to ensure the entire project aligns to expectations.

iv. Proposer to provide the approach and responsibilities for the SLA/maintenance related to the Partner/Third-Party provider.

The Groove: The MSAs for Workday/Iron Brick and Teller are attached to our response. As an existing customer, we assume the City has the MSA for TimeClock Plus.

Workday: The Workday Production Support and Service Level Availability Policy (SLA) is located at https://www.workday.com/content/dam/web/en-us/documents/legal/workday-productsupport-SLA.pdf, which may be updated by Workday from time to time. No update shall materially decrease Workday's responsibilities under the Workday SLA.

v. Proposer to submit six references and qualification statements for each of the proposed Partners/Third-Party firms and attach as an Exhibit to Tab 2 (see Tab 5 for References instructions).

The Groove: Confirmed. References for our proposed Partners/Third-Party firms are included in our response.

vi. Proposer shall indicate if the proposed approach utilizes a systems integrator or consulting firm as the third-party.

The Groove: We have not included any third-party systems integrator partners in our proposal.

General

i. Proposer shall fully describe the integration/interface/data exchange capabilities of the proposed system, including available API's, middleware, web services, etc.

Workday: Workday was founded with integration as a core design principle because connectivity to your systems should be simple.

Workday leverages the Workday Integration Cloud, an integration and complete middleware platform with a core Enterprise Service Bus. It is provided with the Workday service as a component of the architecture at no additional cost. This comprehensive integration platform enables customers and partners to build and deploy integrations to the Workday Cloud without the need for on-premise middleware.

With the Workday Integration Cloud, you can:

- Reduce the time and cost of building, deploying, and managing integrations to and from Workday.
- Enable both IT and business users with tools to build and configure custom integrations.
- Deploy and manage all integrations in the Workday Cloud.
- Leverage a growing ecosystem of Connectors and toolkits built, supported, and maintained by Workday.

Customers can use the Workday Integration Cloud for building, deploying, and managing integrations to and from Workday. Workday's cloud-based approach to integration includes the following capabilities:

- The **Enterprise Interface Builder (EIB)** is a simple, yet powerful, wizard driven tool that enables building simple to moderately complex integrations that consist of inbound and/or outbound synchronous or asynchronous data transfers. The EIB tool is used to dynamically create bi-directional business integration with Workday without the need to install and maintain any on-premise hardware or software. The EIB supports internal and external data sources (Report as a Service, REST URLs, SOAP-based Web Services, File based exchange), with delivered configurable transformations (XML-to-CSV, XML-to-Excel, etc.) as well as custom XSLT-based transformations. A variety of inbound and outbound protocols are also supported. EIB integrations can be executed using an external scheduler or scheduled via

Workday. They are initiated and monitored in the Workday UI with the Process Scheduler and the Process Monitor.

- **Packaged Connectors:** A catalog of pre-built interfaces that are designed, implemented, and supported by Workday and Workday partners is provided as part of the Workday Connector catalog. They provide the processing logic, data transformation, and error handling routines required to integrate a third-party system with Workday. These connectors are configurable to accommodate unique customer requirements and run in the Cloud, freeing you from the burden of having to maintain separate integration infrastructure. Some examples of these pre-packaged connectors can be reviewed on the Workday Marketplace Integration Section for both Workday Built Integrations (https://marketplace.workday.com/en-US/listing?attr=20568&page=1&locale=en-US) and Partner Built Integrations (https://marketplace.workday.com/en-US/listing?attr=20673&locale=en-US)
- **Configurable Connectors:** A pre-defined collection of Connectors that deliver many of the common integration scenarios to Workday, thereby leaving the customer to only must focus on the last mile. Configurable connectors drastically reduce the deployment time required to complete an integration by providing the processing logic, data transformation, and error handling routines required to integrate a third-party system with Workday. An example is the Cloud Connect for Third-Party Payroll, which includes all the configuration on the Workday side and allows the customer or the implementation partner to configure the 3rd party Payroll side of the connector.
- **Custom integration support:** Workday delivers standard APIs using industry-standard web service technology including SOAP, REST and Report as a Service (RaaS). With RaaS you can export sets of data via a report and enable that report as a web service at the click of a check box. This creates a custom API allowing you to natively access your specified set of data. These SOAP and REST-based services can be used to integrate data into and out of Workday. Custom integrations leveraging the described APIs can be built using Workday Studio and run in the Workday Cloud, or in your development environment of choice. Workday Studio is an Integrated Development Environment (IDE) that customers use to create custom, sophisticated integrations using Workday's cloud-based ESB integration platform. Integrations are developed on a desktop (MAC or PC) via an Eclipse based plug-in, hosted in Workday's data centers, and accessed by the customer's production tenant.

ii. *For available API's, does the proposed pricing include access to the entire API library? What functionality is exposed in the systems' APIs?*

Workday: Yes. Workday is fully web services enabled, with a comprehensive web services API available to customers included in the Workday subscription. Workday does not charge indirect access fees for API access, unlike our competitors, who do charge these types of fees.

Workday also enables customers to build their own web services when they create custom reports through our Report Writer. Custom reports can be web-service enabled, exposing the report as both a SOAP and REST-based web service for integration. This is also referred to as Reports as a Service or RaaS.

The library of SOAP public web services can be found here - https://community.workday.com/sites/default/files/file-hosting/productionapi/index.html

The library of REST public APIs can be found here - https://community.workday.com/sites/default/files/file-hosting/restapi/index.html

iii. *Proposer shall describe available hardware options to support cash register/drawer functionality. The City will consider these on an optional basis, and costs shall not be included in the technical proposal.*

Workday: Workday does not provide cash register functionality. We recommend integrating to your existing system or evaluating Can/Am Teller (cashiering software proposed as optional) or Euna Payments as a replacement. The Workday integration platform will be used to integrate with your preferred cashiering provider.

https://www.goteller.com/about/

https://eunasolutions.com/resources/euna-payments-cashiering/

iv. *Proposer shall describe available time clock options to support time capture functionality. The City will consider these on an optional basis, and costs shall not be included in the technical proposal.*

Workday: Our proposal assumes the City will continue to use TimeClock Plus and their time clock devices for Scheduling and Timekeeping. If the City decides to replace TimeClock Plus or supplement TimeClock Plus for non-public safety personnel with Workday's Time Tracking (proposed as optional), our solution includes the ability to clock in and out using the Web or Workday's Mobile App (available on iOS and Android for no additional cost).

If time clock devices are required, Workday has several solution partners that offer prepackaged integration to Workday from an external time clock terminal. Workday certified time clock partners include including Time Clock Plus (TCP), Dormakaba, ZKTeco, and Accu-Time Systems (ATS). Pricing options can be provided for any of these partners upon request and additional discovery/discussion. In the meantime, additional information on our partners and their time clock options can be found here:

https://www.workday.com/en-us/company/partners/software-partners.html?q=&partnerType=Software%20Partner

v. *Describe your proposed reporting features native to the system, and how the City staff will be trained to develop and configure their own reports.*

Workday: The reporting framework is provided with the Workday service at no additional cost. The Workday Report Writer provides the following report types for creating custom reports and custom analytics:

- **Simple Report:** A Simple Report provides straightforward design options for ad hoc reporting.
- **Advanced Report:** An Advanced Report provides comprehensive transactional reporting including access to related business objects and multiple levels of headings and subtotals. Advanced reports also enable the use of sub-filters, run time prompts, charts, Worklets, and report sharing. Advanced Reports can expose the report as a web service with the click of a check box.
- **Matrix Report:** A Matrix Report provides the foundation for multi-dimensional analysis. It can summarize data based upon the object data model. The resulting matrix is displayed as a table and/or chart that users can drill through to see the associated detail. You can control the detail data that users see when they drill down by selecting the desired fields when defining the report. Matrix reports provide additional features including filtering, run time prompts, Worklets and report sharing.
- **Search Report:** A Search Report displays search results based on values selected for faceted filters on the report.
- **Trending Report:** A Trending Report reports on and analyzes trends in worker data such as headcount and attrition. By using either Standard Reports or Custom Reports, you can analyze important trends in your workforce directly in Workday without the need for a third-party analytical tool
- **Transposed Report:** A Transposed report interchanges the rows and corresponding columns on the report for optimal display.

- **nBox Report:** An nBox Report summarizes and encapsulates employee talent data in a configurable visual box format.
- **Composite reporting.** Composite reports are primarily targeted for financial analysis and can combine data from multiple data sources into a single report by using sub reports.
- **Discovery Board**: Workday also offers the ability to do data visualization, to build reports by Drag & Drop to analyze the data in real time.
- **Worksheets:** Worksheets are an excel-like interface to allow for spreadsheet creation and collaboration with real-time data, all within Workday's single security model.

Reports created with the Workday Reporting Framework can also be utilized as outbound integrations - either synchronous or asynchronous web services. Workday provides formal training courses for the reporting tools.

vi. *What strategic decisions or direction is your firm taking or making related to the product being proposed today?*

Workday: Workday is committed to continuous innovation across our unified business solutions. Since Workday is natively designed for the Cloud delivery model, our customers are always on the most current release of our business services, including patches, fixes, and upgrades to all system operations and system maintenance. Enhancements are driven by our customers, delivering quantifiable results. Workday provides continuous updates on a weekly basis, with major update events occurring twice a year. Our current release Workday 2025R1 was made available in March 2025.

vii. *What are the 3 – 5 most innovative and unique features or functionality that your software offers that would, from your firms' perspective, drive process improvement for an organization such as the City? For example, use of Artificial Intelligence/Machine Learning, automated invoice scanning/voucher creation, etc.?*

Workday: **Workday recognized the potential of AI over a decade ago, embedding it into our platform** to help automate routine tasks like resume parsing and journal anomaly detection. While AI has been around for some time, Generative AI made a big splash this year, causing many organizations to rethink how the next generation of technology will impact operations; and Workday is once again leading the way.

Last year, Workday introduced Illuminate, our next generation of AI that is purpose-built to move HR and Finance forward**. Unlike our competitors that are scrambling to build**

generative AI strategies, Workday is well ahead of the curve, leveraging years of customer input and the cleanest set of data with over 70 million users and 800 million transactions on one version of our multi-tenant platform.

Future AI Development Focus

Workday's future development focus is heavily centered on continuing to integrate advanced AI capabilities, particularly generative AI including predictive analytics, automation, and personalized employee experiences. Our development prioritizes a human-centric approach to workforce management, emphasizing skills development, talent acquisition, and adapting to evolving workforce needs through intuitive interfaces and seamless integrations with other enterprise systems. Key aspects of Workday's future development focus include:

AI-powered insights and automation: Streamline processes, provide real-time insights, and automate routine tasks across HR and finance functions.

Skills-based workforce management: Focusing on identifying and developing employee skills to better match workforce needs with evolving business demands.

Personalized employee experience: Delivering customized recommendations, learning paths, and self-service options to enhance employee engagement.

Predictive analytics: Anticipating workforce trends, identifying high-potential talent, and optimizing talent acquisition strategies.

Enhanced integrations: Expanding connectivity with other enterprise applications to create a unified ecosystem.

Ethical AI practices: Implementing responsible AI development and ensuring transparency in AI decision-making.

Mobile accessibility: Optimizing the Workday platform for seamless access on mobile devices.

https://investor.workday.com/2024-09-17-Announcing-Workday-Illuminate-TM-The-Next-Generation-of-Workday-AI

We are more than happy to share more about our product strategy and targeted features upon being shortlisted, We also encourage you to visit our blog page (blogs.workday.com) to stay abreast of what our leaders are planning from an innovation perspective and to visit this link to learn more about how Workday is leading the way with Agentic AI.

https://www.workday.com/en-us/artificial-intelligence.html

Data Conversion Approach

Proposer to detail their approach to developing and implementing the data conversion plan, and what processes will be undertaken by the Proposer's project team to convert existing data, as well as to interface with identified source systems. Include methods of quality control and testing that will be utilized specific to data conversion.

Data Migration Strategy (Confidential)

All clients face the challenge of deciding which data to convert from their legacy systems to Workday. These decisions are based on a variety of factors including but not limited to mandatory data required by Workday, data retention policies and high-value optional data.

During the Design stage of the project, we will develop our Data Conversion Strategy. As part of this process, we will review the proprietary tools available to facilitate data migration.

Data Identification

Complete Data Architecture Assessment and collaborate with SMEs to gather and review data migration requirements.

Data Cleaning & Gathering

Correct and update data in source solutions, as needed. Gather additional data needed for migration.

Data Transformation

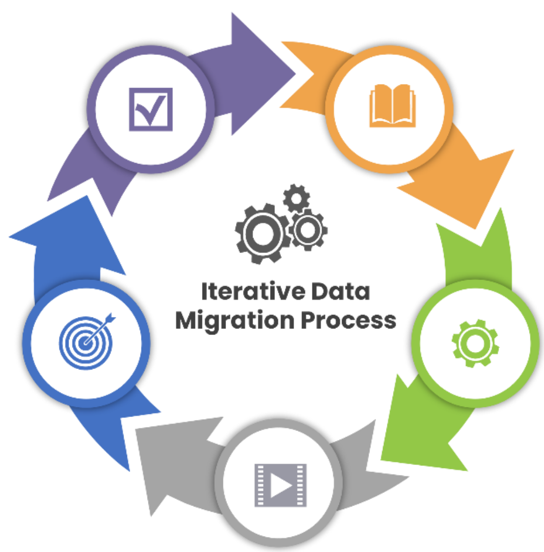
Map data to Workday iLoad and EIB templates. Develop and test any additional data transformation processes.

Data Load & Validation

Load data sets into the Workday environment Validate loaded data to ensure accuracy and integrity.

Test Cycles & Go-Live

Engage in testing cycles to identify and resolve issues. Final assessment before moving to Production



Once the approach is solidified, the Groove team collaborates with City SMEs to review our data gathering tools in preparation for each data conversion. We start by examining the templates in detail and developing a strategy for the client to implement. Since Workday deployments are iterative, data conversion follows the same methodology. In each iteration, we assess the templates and identify necessary changes to the data conversion routines, ensuring a smoother conversion process.

Specific steps include:

1. Data Gathering and Preparation

We begin by collecting all relevant data from legacy systems, focusing on extracting the necessary fields and standardizing formats to prepare for conversion.

This step includes close collaboration with your team to understand unique business requirements and identify any specific data nuances.

2. Automated Data Validation

Our proprietary data conversion tool, Maestro automates much of the data validation process, checking data accuracy and completeness before moving into the conversion stage. Maestro provides:

- Common staging area between our consultants and the customer providing a holistic view of the customer's data.
- Automation of the data validation and conversion process, to improve accuracy and reduce manual effort.

Our tool contains a set of pre-defined business rules that help to catch discrepancies and inconsistencies early, reducing the need for rework.

Some of the key advantages our Maestro include:

- **Customer Friendly Data Staging:** Easily understandable.
- **Self Service Data Dictionary:** Includes field description, minimizing the customers effort.
- **Robust Data Validation**: Fast, efficient, and comprehensive data validation process.
- **Advanced Analytic Tools**: Our consultants can analyze the customer's data quickly and effectively.

3. Conversion Process

With data standardized and validated, we proceed to data transformation and mapping, ensuring legacy data aligns with the new system's data structure.

Our software performs this step in an automated, repeatable manner, allowing for iterative data load testing if needed.

4. Data Reconciliation and Post-Load Validation

Post-conversion, we conduct comprehensive data reconciliation to compare legacy data with the converted data.

Our tools provide detailed reporting to identify and resolve any discrepancies, verifying that data has been accurately and completely transferred to the new system.

5. Customer Involvement and Iterative Feedback

The City's involvement is essential for providing source data, defining business rules, and validating converted data. We work closely with your team throughout the process, but our automated tools and structured approach minimize the time and effort required from your side. Throughout each stage, we work closely with your team, sharing validation reports and engaging in iterative reviews. This approach ensures we meet all data quality expectations before go-live.

This approach, rooted in automation and systematic validation, minimizes manual intervention, reduces errors, and ensures a smooth transition of data into the new system.

The scope of data conversion for each functional component is outlined in 'Appendix B - Workday Deployment Scope Details'. Any data conversion outside of this scope may require additional effort and costs.

Customer Data Conversion Process Summary

- Data is always stored and transferred from/to a secured environment (SFTP, Encrypted Laptop)
- Access to SFTP server is controlled by the PM and limited to Data Conversion Consultants.
- Data is removed from a consultant's laptop after it has been loaded to the Customer's environment.
- Data is never accepted or transferred via email. Should it be received, the incident will be immediately reported to the customers security team.

If a client chooses to use our hosting SFTP solution, they will be placed in a dedicated directory. By default, permissions for each client directory are set to be denied all, with access granted only to those designated as project resources by the Engagement Manager. We conduct hourly audits to ensure that only assigned project resources retain their permissions.

Our consultants' devices are continuously monitored, with alerts set up to notify the Security team of any suspected or actual anomalies. All transactions, including those by administrators, are logged and can be provided to clients upon request.

To ensure adherence to industry best practices and secure consulting processes, The Groove undergoes an annual audit by an independent third party. We are undergoing our SOC 2 Type 2 audit and can provide a letter upon request.

Describe your organization's recommended approach toward retention of legacy data. Please describe what options are available, and supported, within your proposed solution.

Also, please provide any relevant references of organizations that have successfully addressed legacy data with your solution.

Workday provides several options to report on historical legacy system data. Historical data can be loaded into Workday during the deployment phase and be statically viewed onscreen or reported on. Workday Prism Analytics is recommended when large quantities of historical data need to be ingested into Workday and blended for a historical perspective. Workday Prism Analytics allows customers to blend third party data – typically operational data – with Workday data to get a more comprehensive view of their organization. Most of our government customers have done some level of data conversion. References can be provided upon down select.

Roles and Responsibilities

The Awarded Proposer will assist the City in the conversion of both commercially available software-based data, and any applicable data maintained in Microsoft Excel and Access, in to the new system as further described in the sources identified in Attachment B, Data Conversion tab.

It is expected that the City will be responsible for data extraction from current systems and data scrubbing, and that the Awarded Proposer shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). Awarded Proposer should plan to have converted data ready for the User Acceptance Testing (UAT) phase of the Project.

As part of the resulting Project, the Awarded Proposer shall develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures). A conversion schedule should identify planned conversion steps, estimated hours, and what resources will be required (by the City or Awarded Proposer) for all pertinent legacy data.

i. Proposer to confirm their proposal includes providing the services identified in this Section (Item VIII Roles and Responsibilities) and provide any additional services that are also provided as part of your Data Conversion Plan/Program.

Confirmed. *The scope of data conversion for each functional component is outlined in 'Appendix B - Workday Deployment Scope Details'. Any data conversion outside of this scope may require additional effort and costs.*

ii. Proposer to specify or provide the format in which legacy system data should be extracted and provided to the Proposer for conversion activities.

Legacy Data should be provided in an Excel-based file format.

Responsibilities of Data Conversion Activities

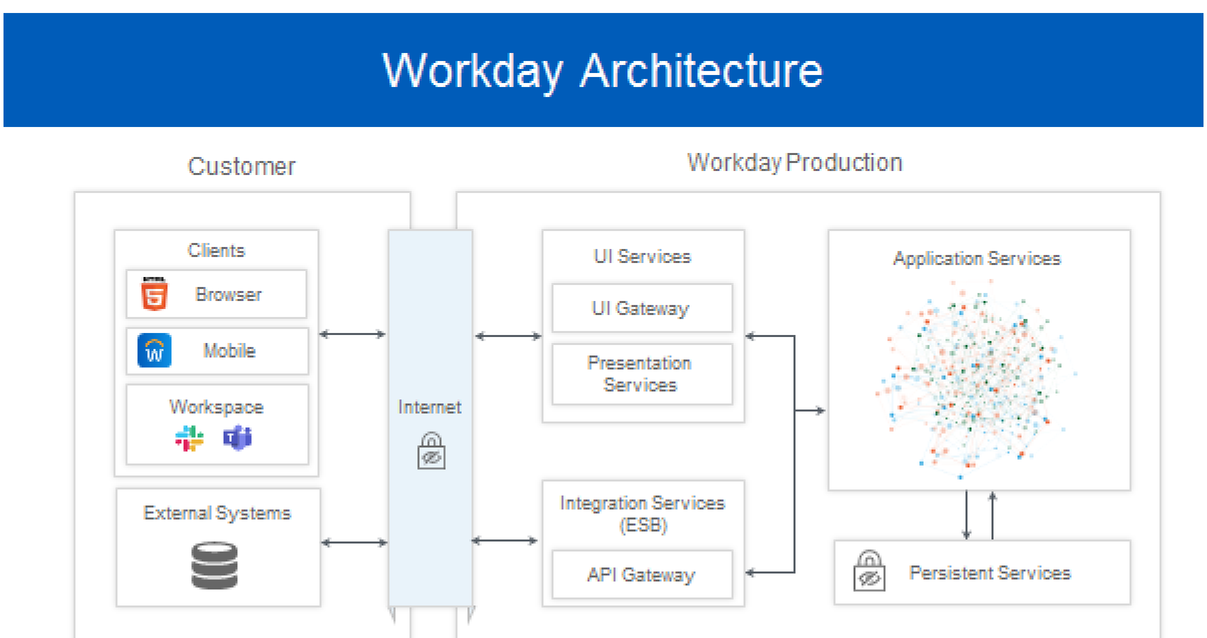
Proposer to provide detailed explanation of the roles and responsibly for the data conversion methodology and approach.

No	Data Conversion Activity	Proposer Role	City Role	Comments
1	Perform Conversion Analysis of Existing Legacy Data	Assist	Lead	The City is primarily responsible for analysis and preparation of legacy data. Our team will assist in guiding the City team on Workday data formats and requirements.
2	Perform Crosswalk Development of Legacy Data From Legacy System to New System	Assist	Lead	The City is primarily responsible for analysis and preparation of legacy data. Our team will assist in guiding the City team on Workday data formats and requirements.
3	Provide Conversion Data	None	Lead	
4	Provide File Layouts/Data Maps of Existing System	None	Lead	
5	Proof Data Provided	Assist	Lead	
6	Analysis of Data to be Converted	Assist	Lead	The City is primarily responsible for analysis and preparation of legacy data. Our team will assist in guiding the City team on Workday data formats and requirements.

No	Data Conversion Activity	Proposer Role	City Role	Comments
7	Developing and Testing Conversions	Lead	None	
8	Review and Correct Errors	Share	Share	
9	Load Converted Data Into Training Database	Lead	Participate	
10	Confirmation of Converted Data in Training Database	None	Lead	
11	Approval/Signoff of Converted Data in Training Database	None	Lead	
12	Load Converted Data Into Live Database	Lead	Participate	
13	Confirmation of Converted Data Into Live Database	None	Lead	
14	Approval/Signoff of Converted Data in Live Database	None	Lead	

General Application Architecture Overview

Proposer to provide a description of the proposed system and application architecture for the proposed application.



Workday was developed from day one as a true cloud, software-as-a-service solution. Workday was not evolved from on premise technology, but instead was developed from a clean sheet of paper leveraging modern technologies. In addition, the architecture is designed to be able to plug in and plug out technologies when new capabilities become available. The City will never be stuck with old technology – Workday is truly built for the future.

Core to the Workday architecture is the in-memory object data model as opposed to legacy relational database technology. Instead, Workday has a single data architecture where all data across application functionality is stored in a single object data model and is available across all application functionality – Human Resources, Payroll, Procurement, and Financial Management. All transaction processing, reporting, and analytics is performed against this single data model without the need to move data or extract data to a data warehouse. The in-memory approach allows for all of this to process without impact on system performance. In fact, Workday is the only ERP service provider that guarantees response time in its Service Level Agreements.

Workday's true multi-tenant architecture brings great value to our customers in several ways. First, all customers are on the exact same version of Workday. Workday has a single code line, so that when updates are applied – enhancements, regulatory updates, code fixes – they are applied to all 5000+ customers at the same time. In addition, Workday provides major feature updates twice per year and all Workday customers are updated to the new version on a Friday night. The City will always be current on the latest version of Workday. This approach will address the key business requirement to ensure operational continuity and make it easier to attract Information Technology (IT) support personnel.

Another key aspect of the Workday object data model is the non-destructive approach to managing data. Data is never deleted from Workday, but instead Workday maintains a change stack. In addition, data is never deleted from the Workday service – it is kept in perpetuity. This provides powerful audit capabilities in Workday. In fact, all changes in the Workday service are audited including not just transaction updates, but also reporting, integration, and business process changes. Audit is always on and can never be turned off - without impact on system performance. This is the power of the object data model. Workday also provides a READ audit to monitor patterns of behavior. It should be noted that Workday does provide purge options, should the City actually need to remove data. This allows the City to address the key business requirement of establishing systems of record and data governance practices to provide accurate, reliable, consistent, and readily accessible information.

Workday also provides an enterprise service bus that is core to the Workday architecture. It provides web standard-based integration with a core set of tools and connectors as part of the service. In addition, Workday publishes a set of public APIs that can be used to configure unique integrations. The Workday integration cloud provides a highly scalable platform that is used by all Workday customers. It should be noted that the Workday platform provides a single data architecture where there is no need to integrate data within Workday.

Finally, at Workday, our top priority is keeping our customers' data secure. We employ rigorous security measures at the organizational, architectural, and operational levels to ensure that your data, applications, and infrastructure remain safe. This is all delivered as part of the Workday Trust program. Details can be reviewed at https://www.workday.com/en-us/company/security-and-trust.html. Workday was developed from day one as a true cloud, software-as-a-service solution. Workday was not evolved from on premise technology, but instead was developed from a clean sheet of paper leveraging modern technologies.

System and Application Architecture Questions

System and Application Architecture Questions	
i. What is the source language(s) of the product?	Workday's foundation is built on Java. We also created a metadata abstraction layer to simplify development. This language is called "XpressO." It allows application developers to abstract themselves from implementation-specific details that prevent unnecessary technical dependencies, and it facilitates Workday's architecture evolution over time. There is no code-based procedural logic in a Workday application. Instead, Workday developers define the structure of our applications by defining classes for the key business objects in the application. Classes can have relationships to other classes, attributes, and methods. Methods define the behavior of the application, and the business logic is defined by declarative relationships without the need to write any procedural code. All these parts of the object model (classes, relationships, attributes, and methods) are created through a forms-based set of tasks. The resulting application is a collection of metadata definitions for each part of the application-object model. These definitions are stored as collections of simple Java objects in the memory of the Java virtual machine (VM) that is the runtime for all Workday applications. The

System and Application Architecture Questions	
	Java runtime knows how to interpret the metadata definitions into the transactions (tasks and reports) that make up the application.
ii. How many environments are available with your proposed solution at no additional cost (e.g., test, training, production)?	Every Workday customer has a Production environment, a Sandbox environment, and a Sandbox Preview environment as part of the normal subscription cost. Sandboxes are full production copies that customers can use to learn about new features, configure new business processes, configure and test integrations and in general, try things they might not want to in their production system. The Sandbox Preview tenant is a copy of the Production tenant, but it additionally contains new functionality that may be available in a future Feature Release. The Sandbox Preview tenant allows testing of new functionality as it becomes available in between Feature Releases. The Sandbox and Sandbox Preview tenants are available 24x7 (365) for the length of your Workday subscription, starting from your go-live date. During implementation, customers receive additional implementation environments. Post implementation, additional implementation environments are available, if required, for an additional fee.
iii. List all browsers that are certified for use with the application and describe any required browser add-ons, function enablement, etc.	Workday is a pure HTML5 application, even on mobile. Because Workday is organically built from scratch, there are no exceptions to any screen or form in Workday. All back-office screens are also using pure HTML5 instead of legacy HTML. Since Workday is a pure SaaS (Software as a System) platform, you can utilize any of the following browsers to access Workday: ▪ Mozilla Firefox (Desktop) ▪ Microsoft Edge (Desktop) ▪ Google Chrome (Desktop and Mobile) ▪ Opera (Desktop) ▪ Apple Safari (Desktop with macOS and Mobile) Functionality available on the desktop is available on mobile. Our native apps for iOS and Android have the same function parity. Unlike other vendors, our Android app does not fall behind significantly at the expense of iOS. As per above, once security and privacy are considered, every new feature in Workday is considered

System and Application Architecture Questions	
	for mobile first, both in the mobile browser and for the native apps in the various app stores.
iv. The underlying architecture of the application design is important to the City. Please describe your system architecture model and explain the capabilities and features of this model that led to your use of it in developing this system.	Workday was developed from day one as a true cloud, software-as-a-service solution. Workday was not evolved from on premise technology, but instead was developed from a clean sheet of paper leveraging modern technologies. In addition, the architecture is designed to be able to plug in and plug out technologies when new capabilities become available. **The City will never be stuck with old technology – Workday is truly built for the future.** Core to the Workday architecture is the in-memory object data model as opposed to legacy relational database technology. Instead, Workday has a single data architecture where all data across application functionality is stored in a single object data model and is available across all application functionality – Human Resources, Payroll, Procurement, and Financial Management. All transaction processing, reporting, and analytics is performed against this single data model without the need to move data or extract data to a data warehouse. The in-memory approach allows for all of this to process without impact on system performance. In fact, **Workday is the only ERP service provider that guarantees response time in its Service Level Agreements.** Workday's true multi-tenant architecture brings great value to our customers in several ways. First, all customers are on the exact same version of Workday. Workday has a single code line, so that when updates are applied – enhancements, regulatory updates, code fixes – they are applied to all 5000+ customers at the same time. In addition, Workday provides major feature updates twice per year and all Workday customers are updated to the new version on a Friday night. **The City will always be current on the latest version of Workday**. This approach will address the key business requirement to ensure operational continuity and make it easier to attract Information Technology (IT) support personnel. Another key aspect of the Workday object data model is the non-destructive approach to managing data. Data is never deleted from Workday, but instead Workday maintains a change stack. **This provides powerful audit capabilities** in Workday. In fact, all changes in the Workday service are audited including not just transaction updates, but also reporting, integration, and business

System and Application Architecture Questions	
	process changes. **Audit is always on and can never be turned off - without impact on system performance.** This is the power of the object data model. Workday also provides a READ audit to monitor patterns of behavior. It should be noted that Workday does provide purge options, should the City actually need to remove data. This allows the City to address the key business requirement of establishing systems of record and data governance practices to provide accurate, reliable, consistent, and readily accessible information. Workday also provides an enterprise service bus that is core to the Workday architecture. It provides web standard-based integration with a core set of tools and connectors as part of the service. In addition, Workday publishes a set of public APIs that can be used to configure unique integrations. **The Workday integration cloud provides a highly scalable platform** that is used by all Workday customers. It should be noted that the Workday platform provides a single data architecture where there is no need to integrate data within Workday. Finally, at Workday, our **top priority is keeping our customers' data secure**. We employ rigorous security measures at the organizational, architectural, and operational levels to ensure that your data, applications, and infrastructure remain safe. This is all delivered as part of the Workday Trust program. Details can be reviewed at [https://www.workday.com/en-us/company/security-and-trust.html.](https://www.workday.com/en-us/company/security-and-trust.html)
v. Please describe how data privacy and security compliance is supported within your proposed software solution. Is the system HIPAA compliant?	Protecting customer data is our most important responsibility at Workday. Workday maintains a comprehensive, written information security program that contains administrative, technical, and physical safeguards that, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of processing of Covered Data as well as the associated risks, are appropriate to (a) the type of information that Workday will store as Covered Data and (b) the need for security and confidentiality of such information. Workday's security program is designed to: ▪ Protect the confidentiality, integrity, and availability of Covered Data in Workday's possession or control or to which Workday has access;

System and Application Architecture Questions	
	▪ Protect against any anticipated threats or hazards to the confidentiality, integrity, and availability of Covered Data; ▪ Protect against unauthorized or unlawful access, use, disclosure, alteration, or destruction of Covered Data; ▪ Protect against accidental loss or destruction of, or damage to, Covered Data; and ▪ Safeguard information as set forth in any local, state or federal regulations by which Workday may be regulated. Every 6 months, Workday publishes System and Organization Controls 1 (SOC 1) Type II reports, in accordance with the Statement on Standards for Attestation Engagements No. 18 (SSAE 18) and the International Standard on Assurance Engagements No. 3402 (ISAE 3402). An independent third-party auditor conducts these audits to demonstrate that Workday's controls associated to production systems are operating effectively. Annually, Workday publishes System and Organization Controls 2 (SOC 2) Type II reports based on the Trust Services Criteria. The SOC 2 reports attest to the evaluation of existing controls. Workday's primary SOC 2 report addresses the security, confidentiality, privacy, processing integrity, and availability principles of the Trust Services Principles and Criteria of the American Institute of Certified Public Accountants. To affirm our commitment to privacy and security, Workday is ISO 27001, ISO27017, ISO 27018, and ISO 27701 certified through an independent assessment of our business's conformity to pre-defined ISO standards. The scope of the ISO 27001, ISO27017, ISO 27018, ISO 27701 certificates includes the management of information security and protection of personal data for Workday's enterprise cloud applications related to the processing of Customer Data. Additional details can be found on the Workday Trust site here - [https://www.workday.com/en-us/why-workday/trust/overview.html.](https://www.workday.com/en-us/why-workday/trust/overview.html) As a matter of practice, customers do not store HIPAA data in Workday Workday provides functionality for institutions to track FERPA preferences for individual students, including publication of directory

System and Application Architecture Questions	
	information. Students, when applicable, are marked with a "Private" flag throughout the system. Workday can exchange HIPAA compliant 834 messages to benefits carriers. Workday has policies, procedures, and technological safeguards designed to comply with the HIPAA requirements applicable to us as a Business Associate processing the PHI our Customers have entered into the Workday Enterprise Cloud Applications, as detailed below. We've summarized these safeguards below, categorized in alignment with the structure of the HIPAA Security Rule. ▪ Administrative Safeguards ▪ Physical Safeguards ▪ Technical Safeguards ▪ Customer-Enabled Safeguards
vi. Describe your approach to ensure scalability of the product. This includes transaction growth, upgrades, and replacements of components of the architecture, technology, and application.	Workday supports organizations with a few hundred employees, to 2M+ employees. The same architecture supports them all and is designed for elastic scale based on customer demands. Each tier of our architecture has been designed with massive scalability in-mind, and our micro-service approach allows us to dynamically scale certain parts of Workday to meet peak workloads, and scale back once completed. For example, we have dedicated services for Integration, Reports, UI, Time Tracking, Payroll, Recruiting, PDF printing, Bank Reconciliation, etc., that will offload both read/write requests from the main transaction engine. Each one of those services can dynamical scale up/down based on demands. In addition, we employ machine learning within our Architecture to understand historical usage patterns to predict when additional compute is required and pre-provision those resources dynamically and proactively. Workday refreshes hardware in our data centers on a depreciation schedule, along with monitoring for failures or degradation to ensure hardware is maintained to ensure we fulfill our SLAs for availability and response time.
vii. List all hardware/operating system/database/mobile	Workday is a cloud software as a service solution. In the Workday cloud model, Workday manages all aspects of the platform including hardware, software, and network requirements. There is no need for the City to acquire additional hardware. Workday is

System and Application Architecture Questions	
platforms upon which the product is supported.	accesses via the leading HTML5 browsers as well as mobile devices running iOS or Android operating systems.

General Security Overview

Proposer to provide a description of the proposed application security features/functionality as well as the underlying technology used to support hosting and access to the software by clients.

Unlike legacy ERP systems, Workday operates on a single security model that applies to the entire Workday Service including reporting. This includes user access, system integration, reporting, mobile device, and IT access. Everyone must login and be authorized through the Workday security model. By contrast, in legacy ERP systems there is typically an applications layer of security that IT and DBA personnel can bypass to access the data directly at the database level. This is not possible with Workday. Also, many other ERP solutions require customers to maintain two separate security models; one for the transactions and one for reporting. This is not necessary in Workday.

Functional domains within Workday (HCM, Payroll, Finance, etc.) are grouped into domains of data and tasks allowing you to configure very granular security for your users, roles, and groups. Workday domains also allow you to secure data that is aggregated, in scorecards and dashboard analytics differently from the transactional level of detail. This is useful when information at the aggregated level, for example a gender analytic for a division, can be seen by users but the individual Worker gender value can only be seen by a select few.

The security for reports and analytics can be configured as granular as needed and the Workday security model stays consistent. For example, our report writer applies the same policy-based security at a granular level for all data in all reports that a customer creates, and this security stays in effect even when these reports are distributed and accessed via mobile, dashboards, and worksheets, and through Workday web service APIs and workflow processed in our business process framework.

Given there is no back door into the Workday data, any access through web services to Workday data using Reports-as a-Service ensures that even outside or third-party access to Workday data passes through the Workday security model you have configured.

All customer access to Workday occurs via the supported browsers, or mobile apps, or via the web service calls (REST and SOAP). Regardless of how access occurs, security is enforced and users have to authenticate and have the appropriate security permissions explicitly granted to them in order to view/edit data. All communication into Workday is encrypted using TLS 1.3.

To fuel growth and innovation, Workday uses AWS Public Cloud and Google Cloud Platform infrastructure and services.

Security Questions

Question	Response
i. Is Active Directory integration and/or single sign-on supported? Please provide applicable diagrams and/or details to substantiate the level of integration and compliance with published internet standards (i.e., LDAP and DNS).	Yes. Workday supports single sign-on platforms via SAML 2.0 or Google OpenID Connect. The single sign-on integration may work alongside the delegated authentication mechanism. If an organization is making use of Active Directory, this means that Single Sign-on can be set up by invoking the Active Directory Federation Services (ADFS) function, with Workday supporting both IdP and Service Provider-initiated requests. We also support multiple IDMs and have pre-build integrations with partners such as Azure, Okta, OneLogin and Ping Identity. Workday can also act as an IDP, if needed. Workday also provides the option for customers to use their own LDAP instance for centralized login. At login, Workday invokes a configurable delegated authentication process that will use web services to connect to a customer's directory over HTTPS and verify credentials via a customer-side WS listener service. Once verified, the login is set as successful (or rejected as invalid). Workday provides sync capabilities using our web services to ensure business data around employees is consistent between Workday and your directory – we recognize HCM events such as Hire and Terminate so that we can use this changed data to synchronize with your directory. Regardless of the method used to access Workday – all communication is secure (TLS) and all access requires authentication (WS-Security for web services).
ii. Proposer shall detail the ability of the proposed system(s) to integrate with Active Directory Domain Services implemented in accordance with published internet standards such as Lightweight Directory Access Protocol (LDAP) and Domain	Workday security access is role-based, supporting LDAP Delegated Authentication, SAML for single sign-on, and x509 certificate authentication for both user and web services integrations. **Single-Sign-On Support** SAML allows for a seamless, single-sign-on experience between the customer's internal web portal and Workday. Customers log in to their company's internal web portal using their enterprise username and password and are then presented with a link to Workday, which

Question	Response
Name System (DNS). If such integration is not offered, Proposer shall explain the identify management solution that is provided.	automatically gives customers access without having to log in again. Workday also supports OpenID Connect. If using Microsoft Azure AD, Workday maintains an Azure Active Directory (Azure AD) connector and provides secure and seamless access to cloud and on-premises applications. Further details available here: https://marketplace.workday.com/en-US/apps/414328/workday-sso-using-microsoft-entra-id Additionally, prospects can review the MS Azure to Workday SSO setup instructions here: https://learn.microsoft.com/en-us/azure/active-directory/saas-apps/workday-tutorial **Step-Up Authentication** If someone leaves their console open or multiple users access Workday from the same device, organizations that use SAML as an authentication type can secure against unauthorized access by identifying critical items within Workday. This allows customers to force a secondary authentication factor that users must enter to access those items. Customers can choose to utilize their own LDAP compliant or AD instance for authentication as well as using Workday's built-in authentication. Workday supports multiple SSO methods including SAML, Google OpenID Connect, WebAuthn standard (providing you with a strong, phishing-resistant authentication mechanism) and delegated authentication.
iii. Describe how the SaaS application/service provides two-way user and group synchronization with Active Directory (AD). (e.g., As users and groups are added to and removed from AD, these changes are reflected in the SaaS applications). Would the City AD be able to push, and the SaaS applications able to receive, user profiles and groups?	Yes. Workday supports integration with Active Directory for user provisioning and de-provisioning. Details for configuring this can be found here - https://learn.microsoft.com/en-us/azure/active-directory/saas-apps/workday-inbound-cloud-only-tutorial. Workday can also receive updates from AD via the Workday APIs.
iv. When a user is added to AD, are the proposed solutions automatically provisioned and, conversely, when a user is removed from AD,	This can be configured with Workday and Active Directory. Details for this configuration can be found here. https://azuremarketplace.microsoft.com/en-us/marketplace/apps/aad.workday Workday would be the authoritative source for employee changes. An employee would be terminated in Workday first, then that event would

Question	Response
access is automatically revoked?	be pushed out to your AD, where their employee account would be deactivated.
v. Are users able to sign on to the Windows network once, and then easily gain access to the proposed applications without having to enter an additional set of credentials?	Yes, Workday is not dependent on the network security. Workday is accessed via the public internet and has no dependency on the Windows network. Workday supports single sign-on platforms via SAML 2.0 or Google OpenID Connect. The single sign-on integration may work alongside the delegated authentication mechanism. If an organization is making use of Active Directory, this means that Single Sign-on can be set up by invoking the Active Directory Federation Services (ADFS) function, with Workday supporting both IdP and Service Provider-initiated requests. Customers log in to their company's internal web portal using their enterprise username and password and are then presented with a link to Workday, which automatically gives customers access without having to log in again.
vi. The City has external auditors that may require access, or benefit from having access, to the core ERP system for annual audits. Please describe how access for auditors can be provisioned within the proposed system, particularly for this type of "user" that is not set-up within the City's Active Directory	Workday supports multiple methods of authentication, so customers are not restricted to just one option. External auditors can be manually provisioned and authenticate natively to Workday as opposed to Active Directory.
vii. Will Proposer require remote access to the City systems/network to provide support/management of the solution either during implementation or post go-live? If yes, please describe in detail what type of access is required.	No. Workday delivers our software as a service, so it is Workday, not our customers, who is solely responsible for providing and managing the infrastructure which we use to deliver that service. Users access the Workday service over the internet through an up-to-date internet browser or a mobile device (Android or Apple) with the Workday native mobile application installed. While not required, per se, when it comes to integrations and the exchange of data between Workday and third-party solutions, customers may opt for the provision and use an SFTP server or similar file storage service to support file-based, store and forward, integration scenarios.

Question	Response
	Workday Support does not administer customers' accounts. Our customers designate IT or Security administrators at their organization who create accounts, reset passwords, and disable accounts for their employees. In the event of an emergency where a customer requires Workday to assist with account maintenance, it must follow an escalation process internally at Workday. This is very rare as customers should have multiple administrators. Occasionally, Workday employees in appropriate job roles, such as a Support Analyst, may need to access customer tenants to assist with troubleshooting issues. Access to Customer Data is restricted to authorized personnel only. Access to a customer tenant requires two-factor authentication to proxy into one of the specified privileged system IDs. The Workday application logs the activity for each privileged ID and includes a reference to the Workday employee that proxies into the system ID. Access to customer tenants using privileged system IDs is performed using a secure virtual clean room (VCR) solution. VCR is deployed to help support a zero-footprint model (e.g. no copying of data locally, printing, etc.) which limits the persistence of data outside of the Workday data centers. Access to the VCR is only permitted from a Workday issued laptop. Residual data within the VCR environment is systematically wiped on a daily basis. Support employees are required to complete new hire security training and a secondary security training focused on security and privacy issues related to handling of sensitive data prior to receiving access to systems. Due to the nature of Support roles, additional security and privacy training is required twice annually.
viii. If any access, remote or physical, is required for accessing the City's systems/network, will Proposer agree to reviewing and having applicable staff consent to follow applicable the City Security Policies?	Yes. Occasionally, Workday employees in appropriate job roles, such as a Support Analyst, may need to access customer tenants to assist with troubleshooting issues. Access to Customer Data is restricted to authorized personnel only. Access to a customer tenant requires two-factor authentication to proxy into one of the specified privileged system IDs. The Workday application logs the activity for each privileged ID and includes a reference to the Workday employee that proxies into the system ID. Access to customer tenants using privileged system IDs is performed using a secure virtual clean room (VCR) solution. VCR is deployed to help support a zero-footprint model (e.g. no copying of data locally, printing, etc.) which limits the persistence of data outside of the Workday data centers. Access to the VCR is only permitted from a Workday issued laptop. Residual data within the VCR environment is systematically wiped on a daily basis. Support employees are required to complete new hire security training and a secondary security training focused on security and privacy

Question	Response
	issues related to handling of sensitive data prior to receiving access to systems. Due to the nature of Support roles, additional security and privacy training is required twice annually.
ix. Will Proposer staff resources be accessing the City systems/network remotely from outside the United States? If yes, please describe in detail the reasoning and how security will be managed.	Not applicable. Because Workday delivers our software as a service it is Workday, not our customers, who is solely responsible for providing and managing the infrastructure which we use to deliver that service so remote access to City systems is not needed.

Software Hosting Questions

Question	Response
i. Where are the data center and storage facilities?	For US customers, we deploy the Workday service from AWS (Amazon Web Services) data centers located in the United States. Details on the data centers including location is documented in our SOC-2 which can be shared upon completion of a mutually signed NDA.
ii. What availability and response time do you guarantee?	Workday's contractual Service Availability SLA is 99.9%, excluding scheduled maintenance. Service Availability for a given month is calculated as a percentage equal to [(# of minutes the Workday Production System is available in the month – number of minutes of Scheduled Downtime during the month) / (total number of minutes in the month – number of minutes of Scheduled Downtime during the month)]. There are no exceptions to our availability SLA - for example, unlike some other service providers, Workday doesn't exclude downtime associated with emergency maintenance. In some cases, other vendors don't even commit to the duration of planned downtime - they provide the time that maintenance will start but not when it will end. Workday publishes our maintenance calendar one year in advance so that customers can plan ahead (some vendors provide only a few days' notice of upcoming maintenance, and consider this "planned" maintenance). Workday's Service Response SLA commitment is: (i) not less than 50% of (online) transactions complete in one (1) second or less and (ii) not

Question	Response
	more than 10% of (online) transaction complete in 2 and a half (2.5) seconds or more. In reality we far exceed this commitment since ~97% of all cumulative Workday on-line transactions complete within 1 second. Workday is the only SaaS solution in our market that contractually commits to the performance of the application. Service Response is the processing time of the Workday production tenants in the Workday production data center to complete transactions submitted from a web browser. We monitor every tenant with the goal of detecting problems before they impact an end user / customer. We use a variety of tools and industry best practices across our NOCs (Network Operations Centers) to detect, and correct anomalies.
iii. How many instances of unplanned outages have any of your customers experienced within the past five years? Describe the nature of any such outages, including the mitigating steps that have been established to minimize repeat outages. What has been the duration and scope of such unplanned outages?	Additional details can be provided upon completion of a mutually signed NDA.
iv. What are the standard relief schedules for unplanned system downtime/outages? In how many instances has your firm had to pay client relief for unplanned outages?	Workday has a very specific set of service level agreements that apply to all customers. Availability of Workday production environment at the data center connection point is committed to meet or exceed 99.9%. Service Availability for a given month is calculated as a percentage equal to [(# of minutes the Workday Production System is available in the month – number of minutes of Scheduled Downtime during the month) / (total number of minutes in the month – number of minutes of Scheduled Downtime during the month)]. All service disruptions outside of regularly scheduled maintenance counts against the availability SLA. Workday monitors every tenant for availability and alerts our operations staff if there are any issues. Workday also monitors performance of every request, and alerts are issued when responses are slow or resulting in errors. We also track performance

Question	Response
	over time to identify trends before they become problems. Typically credits are issues for any unplanned service outages. Additional details can be provided upon completion of a mutually signed NDA.
v. What is your process for notification of standard maintenance and downtime?	Workday provides advance notice on the Workday Community site of scheduled downtimes due to weekly, monthly, and quarterly scheduled maintenance. Upcoming scheduled downtimes are also proactively displayed within the Workday User Interface.
vi. What data security and system redundancy capabilities are available at Proposer's data center and storage facilities?	Workday's Chief Security Officer has established a Physical Security Policy for Hosting Facilities, which is reviewed by management on an annual basis. Physical access is granted only to Workday staff authorized by Technical Operations management or to the data center facility staff who need access to Workday equipment. For Workday employees to obtain access, a tracking ticket must be created, and appropriate approvals must be documented in the associated ticket. Consoles are not used in the data centers. The Workday servers are in a private secured area within the data center. The data center facility is designed to require multiple layers of authentication before access is granted to the server area. Critical areas at the data center require users to authenticate through a two factor biometric authentication mechanism for entry. Camera surveillance systems are located at critical internal and external entry points to the data center. Security personnel monitor the data centers 24/7. Any unauthorized access attempts to the data center and surrounding areas of each floor are logged and monitored by data center security. Any suspicious activity is investigated by security personnel. Historical video footage is archived and available for Workday management review if required. The Workday environment has been designed with security, high-availability, and redundancy in mind. The data centers are designed and built with redundant network infrastructure and switching architecture to prevent a single point of failure. Firewalls, load balancers, and network intrusion prevention systems (IPS) are deployed in redundant pairs, and each provide firewalling capabilities that restrict access to the environments containing customer data. There are also network and security operations centers which monitor and alert of suspicious activity so that Workday can remain proactive in terms of detecting intrusions.

Question	Response
	Workday maintains a formal Disaster Recovery plan for the production data centers. In the event that the production Workday Enterprise Business Services becomes unavailable and is expected to remain unavailable, a disaster is declared and the disaster recovery plan is executed. The Disaster Recovery plan describes the responsibilities and actions to be performed in case of a disaster. The plan includes defined teams, contacts, responsibilities and detailed action plans. Details of this DR plan can be shared under an executed NDA.
vii. Will data be encrypted at rest, and in transit? Please explain any applicable protocols.	Yes - both. Data in transit is encrypted with TLS encryption (1.2 or higher). All data at rest is encrypted with AES 256-bit encryption at no additional charge. Encryption is provided with the service.
viii. Provide relevant documentation related to any recent certifications pertaining to the Proposer's hosting technical and operation capabilities or that of their subcontracted provider for these services.	Workday has achieved ISO 27001, ISO 27017, ISO 27018, and ISO 27701 certifications, TRUSTe's Enterprise Privacy & Data Governance Practices Certification, and Cyber Essentials Certification. ISO 27001 is a standards-based approach for building Information Security Management Systems (ISMS) that was developed, and is supported internationally, by members of the International Organization for Standards (ISO). ISO 27017 extends the guidance on the information security aspects of cloud computing, recommending and assisting with the implementation of cloud-specific information security controls to cloud service providers. ISO 27018 builds upon the ISO 27001 principles, is intended to establish a uniform, international approach to protecting privacy for personal data stored in the cloud. Workday issues a semi-annual SSAE 18 SOC 1 Type 2, annual SOC 2 Type 2, and a SOC 3 audit report. Workday is happy to share our current audit reports with prospects under a signed Non-Disclosure Agreement (NDA). Workday SOC 3 report is publicly available at https://www.workday.com/content/dam/web/en-us/documents/workday_soc3_report.pdf Please see: Workday's Trust site for full and latest detail: https://www.workday.com/en-us/company/security-and-trust.html?&_rda=/en-us/company/trust.html Workday's completed SOC 2 audit can be shared with prospects once an NDA has been executed.

Question	Response
ix. Provide detailed information on the way(s) in which the City will access the software if deployed in a SaaS or hosted environment. Such information should include how the software is accessed when on or off the City network, as well as any additional hardware/software that may be required for accessing the software.	Since Workday is a full SaaS platform, Workday takes care of all the hardware requirements. As a client, you would only need to worry about the browsers that you would need to access the platform. **Browser Info** ▪ Workday officially supports the latest supported version that is automatically released by each of the following browser technologies: Mozilla Firefox, Google Chrome, Microsoft Edge ("IE" mode is not supported), Apple Safari (only supported on Mac OS X), and Opera. ▪ Supported on Apple and Android devices via mobile app and HTML5 enabled browser. **Network Info** ▪ Network communication with Workday is performed using TCP/IP, encrypted via TLS. ▪ In terms of internet bandwidth consumption, Workday is a very light-weight application. Network testing shows 5,000 users only require about 100kbps of bandwidth. Within HR applications, the number of concurrent users is generally 1% of the total workforce. ▪ Server-side hardware and software is all managed by the Workday service and hosted outside your organization. By default, Workday is accessible from any location. Customers do have the option of configuring their Workday tenant to restrict access to specific IP ranges via an allowlist for allowed IP ranges and/or a denylist of forbidden IPs. IP restrictions can be used for authentication requests or to control access to various features of the application such as printing or downloading. The Workday service is available 24/7 apart from scheduled maintenance windows which are standard in the service to allow for system maintenance.
x. How is data stored? Would the City data be physically or logically segmented from other client data?	We built and deliver the Workday service from a multi-tenant architecture. Multi tenancy enables multiple customers to share physical instances and infrastructure of the Workday system, while isolating each tenant (customer) application data, and transaction processing. All customers are logically segregated within the Workday Architecture with all customer data encrypted-at-rest in a unique database instance with encryption keys unique to every customer.

Question	Response
xi. Please describe the database storage capacity of the proposed solution. ▪ Are there limits on the amount of data that can be stored in the proposed solution? ▪ If applicable, what tiers of storage are offered in the hosted/SaaS environment?	There is no limit to the amount of structured and unstructured data that can be stored in the Workday service. Workday provides data storage with the service at no additional charge.
xii. What disaster recovery services are provided under your standard hosting agreement? If not standard, is there a separate agreement/cost associated with disaster recovery?	Workday provides disaster recovery service as part of the overall Workday cloud service. Workday maintains a disaster recovery plan for the Workday Production Service in conformance with Workday's most current Disaster Recovery Summary, the current version of which can be viewed by Workday customers on the Workday Community. Workday commits to a recovery time objective of 12 hours - measured from the time that the Workday Production Service becomes unavailable until it is available again. Workday commits to a recovery point objective of one hour - the time between the first transaction that was committed and not recovered and the last transaction that was committed and not recovered. (In other words: This is the amount of data loss measured in time relative to the incident). Workday tests the disaster recovery plan once every six months, and makes available a written summary of the results of the most recent test available to your organization on Workday Community. There is no separate agreement or additional cost for disaster recovery, it is included with the Workday service.

Tab 3 – Implementation Methodology, Key Personnel, Training Plan, and Testing and Quality Assurance Plan

Project Approach

Proposer to provide a description of the proposed approach for providing the Scope described in the RFP, including a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Proposer has developed this methodology to both incorporate lessons learned from experiences as well as to meet the needs described in the RFP.

Deployment Methodology – Metronome Allegro™ (Confidential)

The Groove has developed a proprietary methodology called Metronome Allegro™ which is built on the knowledge and insights gained over 20+ years of ERP deployments and 20+ years providing human resources and financial management consulting to both private and public sector clients.

Metronome Allegro™ was designed for efficient and results-driven deployments and represents the best thinking from our expert consultants. Our goal is to streamline the way we deploy technical solutions to enable our clients to unlock their potential and achieve their strategic goals quickly.

Metronome Allegro™ takes advantage of and merges the deployment processes of the latest SaaS and AI/ML technologies; however, at The Groove, we take a human-centered design approach that fosters innovation and continuous improvement. During each stage of the deployment lifecycle, we have layered in our own set of best practices, deliverables, tools, and templates—complemented by change management activities to align project objectives while engendering awareness and ownership.

Our iterative approach is not about configuring, testing, and deploying technology. It is about transformation. Metronome Allegro™ consists of six stages where we listen, collaborate, and support our clients.

- **Investigate** – unpack our client's challenges and understand their needs
- **Design** – define problem statements and explore solutions
- **Prototype** – collaborate on intuitive solutions and assess impacts
- **Validate** – test prototypes, update designs, and gauge feedback
- **Launch** – transition to new platforms, new roles, and support structures
- **Improve** – assist process areas, support user communities and technologies

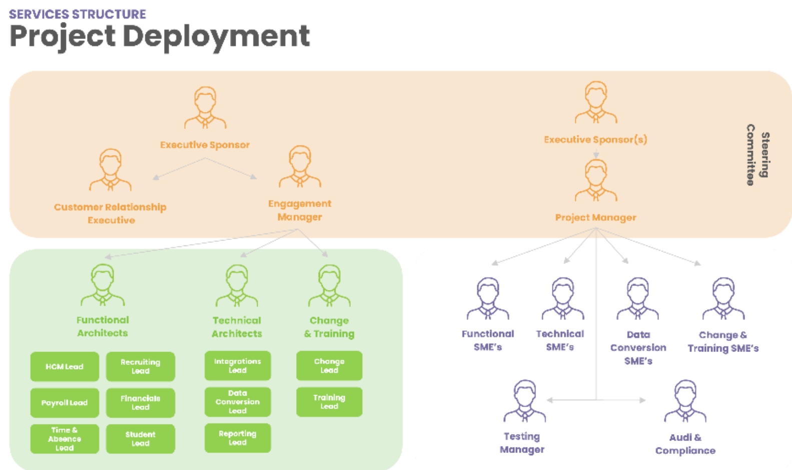
For the City, The Groove recommends an 18-month deployment, with staggered go-lives for Workday Financial Management, Human Capital Management and Workday Planning. This period includes 2-months of post go-live hypercare support. Due to the streamlined deployment timeline, Metronome Allegro™ incorporates a more prescriptive deployment approach with a defined functional scope.

In each stage, we will work with the City to structure the steps and activities in line with your needs and Workday best practices.

Project Management

For each engagement, The Groove's project management team plays a crucial role in ensuring that projects are delivered successfully, meeting all defined goals and expectations. For each project, we designate an Engagement Manager (EM).

The Engagement Manager (EM) is responsible for working with the City's Project Manager and our other software partners to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of the Metronome™ methodology's tools and templates, interaction with Workday Product Strategy and Development. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development).

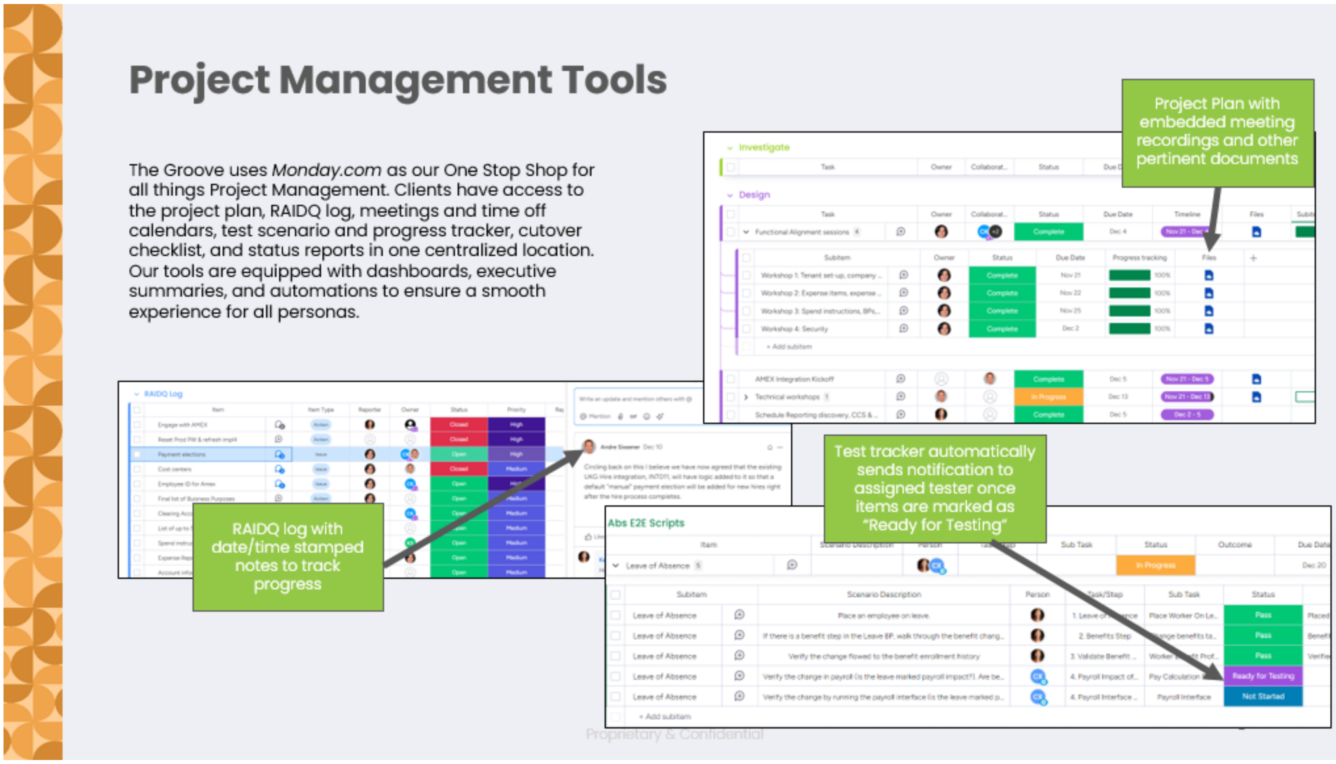


The EM partners with The Groove consultants and the City's project leads to provide additional guidance on Workday implementation best-practices, industry standards, and facilitate knowledge sharing among Workday customers as appropriate. The EM keeps the City project team apprised of Workday updates, tenant changes, and can provide guidance on using the Workday Community. Some of the key responsibilities Engagement Manager include:

- **Planning**. They define project scope, objectives, and deliverables. This includes creating a detailed project plan with timelines, resources, and budgets. The EM will use the project plan to track task completion, communicate with the project team and report status. Keeping the project plan current and using it to manage the team enables project leadership to proactively identify any potential impacts to the critical path
- **Resource Management**. They allocate and manage resources, including personnel, finances, and materials, to optimize efficiency.
- **Coordination**. The team coordinates tasks among various stakeholders, ensuring everyone is aligned and aware of their responsibilities.
- **Communication**. The EM facilitates communication among stakeholders, providing regular updates and ensuring that everyone is informed about progress and any issues.

- **Deliverable Acceptance**. To ensure the deployment effort is focused on the stated objectives of the project leadership team, formal deliverable sign-off procedures are defined in advance. These procedures fare a standardized review with a feedback period from our clients prior to the final submission. Clear expectations about timing allow the team to manage quality deliverables.
- **Status Reporting**. Submits status reports to client leadership prior to each weekly status meeting. The report identifies activities and deliverables completed and highlights issues that need to be addressed. If circumstances warrant, the EM will hold daily meetings to make certain the project remains on track. Weekly project team status meetings, weekly work stream meetings, and weekly written status reports provide insight to the project management team that risks and delays are at bay. A sample status report can be found in the Appendix – Sample Deliverables' section of our proposal response.
- **Risk Mitigation**. All projects, regardless of size, have inherent risks. The Groove's philosophy is to communicate often and escalate according to the established governance model. During the Investigate stage of the project, the EM and the client PM work to define key decision makers, service levels, and the escalation process. Issues that arise are reviewed weekly during project status meetings and escalated for resolution, if not resolved during a reasonable amount of time.
- **Monitoring and Control**. They track project progress against the plan, adjusting as needed. This involves monitoring timelines, budgets, and quality standards.
- **Quality Assurance**. The EM that the project meets specified quality standards through testing, reviews, and inspections.
- **Closure.** At project completion, the EM conducts evaluations, document lessons learned, and ensure all deliverables are handed over appropriately.

The Groove uses *Monday.com* as our 'one-stop shop' for all things Project Management. Clients have access to the project plan, RAIDQ log, meetings and time off calendars, test scenario and progress tracker, cutover checklist, and status reports in one centralized location. Our tools are equipped with dashboards, executive summaries, and automations to ensure a smooth experience for all personas.



Governance Model

Effective governance and decision-making are essential through all lifecycle phases of a deployment and beyond. The Groove partners with our clients to design a framework that is tailored to the organization and enables effective data governance and decision-making.

The benefits of our governance model are as follows:

- Establishes the rules of engagement
- Facilitates decision-making
- Outlines accountability
- Promotes transparency

A typical governance model involves three areas of responsibility and involvement with an organization. Our illustration shows how the project team members interact with program-level management, who in turn look to the executive leadership for strategic guidance.

The Groove works with our client's project leadership team to clearly document the roles and levels of authority each governance areas is responsible for. Escalation paths are also defined that outline where decisions can be made and when the next level of governance needs to be involved. Resolving business processing disagreements or changes in organization policy are a few examples.

Issue Identification and Resolution

The process for handling potential problem areas involves early identification through continuous monitoring and regular assessments, followed by prompt communication of the issues to relevant stakeholders. Once a problem area is detected, a root cause analysis is conducted to understand the underlying factors. A collaborative approach is then taken to brainstorm and evaluate potential solutions, ensuring they are practical and effective. After selecting the best course of action, an implementation plan is developed, which includes clear timelines and responsibilities. The process concludes with close monitoring of the solution's effectiveness, adjustments as needed, and documentation of lessons learned to prevent future occurrences.

Issue Management and Resolution. An efficient issue management and resolution process is critical to the successful completion of any large-scale project. Information regarding each issue, such as the originator, date issue was raised, priority, areas affected, potential impact, detailed issue description, target resolution date, and actual resolution, will be documented for each issue. An issue log is kept throughout the project lifecycle, and each status report identifies new issues raised, as well as documented issue resolution.

Issue Escalation. During the Investigate stage of the project, an issue escalation process is jointly defined. The City will identify steering committee members and key stakeholders responsible for resolving conflicts and making decisions when the project team and project manager cannot reach consensus. The Groove has a multi-level escalation plan up through our executive team to ensure that both your leadership and our project management team can quickly and effectively manage and resolve issues.

Project scope will be defined through the initial capture and documentation of requirements during the Investigate stage. To help ensure the City avoids scope creep, the project team will document each proposed change to the scope using a change order, which your project management can review to determine its impact and cost-benefit analysis to the project.

Project Documentation and Artifacts

Throughout the six stages that compose the Metronome™ methodology, key deliverables are developed in collaboration with City team members – including assorted functional and technical configuration documentation and operations guides.

During the Investigate stage, many of these documents are assessments and discovery documents (such as Project Governance, Reporting, and Integrations Strategy).

The Change Management deliverables include *Change Management Approach*, *Communication Plan*, *Change Impact Assessment*, and *Curriculum Plan* as well as training materials. As we transition to production, a Service Delivery Model approach is defined to aid you in establishing an approach to managing releases, applying configuration changes, and supporting your user communities.

Finally, there are a host of project management materials that track the build, address issues and risks, as well as those that manage the project and cut over plans, to name a few. For a complete list of the numerous deliverables and work products that are included in our approach (depending on the project scope), please refer to the Methodology section above.

Data and System Security

The Groove has implemented a robust data security policy encompassing procedures, practices, and technology to protect our customers' data. Our company's laptop's hard drives are fully encrypted and secure, ensuring the integrity of our customer data.

The Groove requires our consultants and customers to use a secure server (SFTP) to exchange all customer data, especially when it comes to sensitive PII. Any data that is received in any other manner is considered a security breach, in which case the data is to be deleted immediately, and the incident reported to The Groove Senior Management and the Customer.

Files containing sensitive customer data are housed on the SFTP site. When necessary to complete a data conversion task, the data may be downloaded to the consultant's company laptop that is fully encrypted with pre-boot authentication. Once the task is completed, the data should be moved to the SFTP server and deleted from the laptop. At the project's end, all consultants must delete all project data remaining on their laptops and SFTP server.

Organizational Change Management

The Groove's implementation methodology envisions human-centered solutions that drive maximum impact. From the start, we listen to and access our client's needs. Throughout the stages of the project, we have tailored organizational change and training activities that complement functional and technical investigations and application design iterations. The first order of business is to identify your stakeholders to confirm what their roles and functions will be in the new applications.

A *Communications Plan is* developed to address how will we engage your user populations and when to engage them. Next, we assess the degree of change (*Change Impact Assessment*) for these user communities and devise a *Training Plan*. The Groove will partner with the City to develop training materials and advise you on a training deployment approach based on your stakeholders' needs.-Supporting your end users is a key ingredient in devising a successful service delivery approach. We will guide the City on how to establish a *Service Delivery Model* that manages your technical applications, configuration changes including release management, while also empowering your employees, stakeholders, and customers.

Knowledge Transfer

Knowledge transfer is inherent in the Metronome Allegro™ methodology. During the Investigate stage, we work with your organization to clarify roles and understand the training needs of the project team. We make recommendations as to which Workday-delivered training courses are appropriate for your core team members. These courses will introduce Workday concepts, business process frameworks, and fundamentals of the applications.

But this is just the beginning. Much of the knowledge transfer process begins by partnering with The Groove's functional and technical consultants through numerous immersive learning opportunities:

- *Design Sessions* – During the Design stage, questions and clarifications are explored to translate your requirements into design considerations.
- *Workstream Meetings* (weekly scheduled and ad hoc) – These meetings are led by Groove consultants and attended by City subject matter experts (SMEs) to analyze the solution, make informed decisions, and consider configuration options to meet your requirements.
- *Solutions Review* – During this activity, immersive learning is supported by review of the functional configuration, on-demand configuration changes (as possible), which is reinforced with hands-on business processing experience.
- *Test Scenario Development* – Finalized during the Prototype stages, the City will participate in test scenario development to ensure understanding of the expected outcomes of tests.
- *Test-related Training* – During the Validate stage, end-user training will be developed and delivered to City testers to prepare them for proper execution of key test scenarios.

- *End-to-End Test* – During the first round of End-to-End testing, Groove consultants are responsible for triaging and resolving test issues with observation and support provided by City business area leaders. The second round of End-To-End testing encourages your project team members to be the first level of triage support with assistance from The Groove consultants.
- *Improve Stage* – The need for additional knowledge transfer may surface during post-production. During this period, we coach the City about implementing a Service Delivery Model to foster a culture of continuous improvement and self-sufficiency

The Groove & City Roles

The Groove's Change Management team will develop the change and training approaches with you. We begin by discussing what has worked in the past and investigate your communication channels and your organization's preferred learning styles. These strategies will be reviewed by the City and will serve as our path forward.

If you have an existing change management structure, we would like to review your existing Change Network and Communication Plans. The Change Network program should be run by the City's Change Manager with input and the occasional appearance from your project sponsor. The Groove will assist with the messaging, but the facilitation of the message needs to be delivered by your leadership team and business operations managers.

We recommend a train-the-trainer approach. We will develop a program to train your staff to deliver web-based and classroom training to your users where appropriate. Depending on what the Training Needs Analysis uncovers, we may propose learning videos, step-by-step job aids, or instructor-led training for certain topics or for special user populations. It is important to have City resources leading the more general user sessions with support from The Groove's training team as needed. As part of our proposal, we have included the development of 10 job aids and 5 webinars/videos for end-user training (focused on employee and manager self-service).

i. Based on information provided in this RFP and experience in working with other localities, what is the Proposer's perspective on the most significant risks to this Project, and how do you plan to mitigate these risks?

Please see our response to Question iv in Tab 1 – Section III Company Background and History which highlights key risks and mitigations to a project of this magnitude.

ii. With what frequency will Proposer's Project Team staff be on-site at the City during implementation? Will staff be on-site for full or partial weeks? Has this approach been standard for other implementations?

Our team can perform this project completely remote – predominantly remote implementations have become the standard approach. We do recommend onsite presence (1-2 weeks) during the beginning of each project phase. We have a pricing for travel and expenses in our proposal. All Travel and Expenses will be pre-approved by the City and billed as actuals per the terms of the MSA and SOW.

iii. Describe in detail the approach to developing interfaces/integrations/data exchanges. What is the division of responsibility between the City and Proposer project teams? What technical skills are required of the City staff for this work?

Please see our response below to Integration Strategy and Tools which outlines our integration approach for Workday projects.

a. Following go-live of the software, what is the role of the Proposer in supporting the ongoing maintenance of developed interfaces/integrations/data exchanges?

The Groove: The Groove provides "hands-on" Hypercare support after the ERP deployment and will align the key workstream leads to support the City team for the first 60 days after Go Live. This includes ad-hoc functional support, data conversion, reporting, and integration support in monitoring the first Production runs. In addition, our team will support the City in managing any deferred optimization requests that were captured during the later stages of the project to identify prioritization, dependency, level of effort, and roadmap inclusion for future rollout. As additional enhancements or optimization requests are identified post-deployment, our team will collectively review and apply recommendations to the overarching roadmap and deployment approach.

The Groove will also complete the Service Delivery Model assessment, compile the performance analysis summary and provide a knowledge transfer feedback to the City team. From a change management and user adoption perspective, The Groove will provide key office hour workshops (in-person and remote) for each workstream.

After the first 60 days of hands-on support, we will transition to our ongoing AMS delivery model to support the ongoing sustainment and enhancement of Workday in coordination with the City team.

Workday: Updates and maintenance are included in the annual subscription fee.

In Workday terms, there are no upgrades, as in the traditional ERP sense. Because Workday operates in a Cloud model, we perform all the tasks typically associated with a software upgrade and patching process on behalf of our customers. We refer to these as Feature Releases rather than upgrades to emphasize the difference. In the Workday application, Feature Releases are delivered twice a year, where all customers are updated to the most current version of the system.

Feature Releases, customers are provided perpetual access to a Sandbox Preview tenant where they can evaluate new functionality. New features are delivered with security turned off (disabled) to minimize impact to our customers. This provides our customers the ability to evaluate and determine when to turn on new functionality for use in the Production tenant.

All of Workday's delivered integrations (Packaged & Configurable Connectors) will be tested prior to the Update Release. Customer will have to test all the Custom Integrations built during the deployment of Workday.

iv. Describe in detail the approach to configuration and set-up activities. Will the Proposer team complete the majority of the configuration based upon information gathered from the City subject matter experts, or will the City be expected to perform much of the configuration?

Please see our response below (Deployment Methodology – Metronome Allegro) which outlines our deployment approach and specific activities for Workday projects. Configuration activities will be performed by our team based on information gathered during the Investigate and Design/Prototype phases. City personnel will be expected to support the configuration of the Workday Foundation tenant by completing excel-based workbooks with City-specific data.

v. Describe any additional assumptions made in the Proposal, not already identified in detail. These should include any assumptions related to the current the City technical environment, staffing, project management approach, and the City resources available during implementation and support phases.

The services, labor estimates, and pricing presented in this proposal response are dependent upon the following assumptions being true:

- Contract award date is in September 2025, and the City is prepared to begin the project in early October 2025.

- Our pricing is presented based on a fixed-fee, milestone-based calculation model. We are open to a discussion of pricing on a time and materials basis, if preferred by the City.
- The proposed deployment phase timeline and project plan may change based on information gathered during the procurement process, procurement timeline, development of the SOW, timing of key City initiatives and City resource availability. If there are changes in the timeline or project plan, there may be a cost impact.
- Client will have the necessary project SMEs, executive management, functional leads, and technical lead resource support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- The schedule assumes Workday Fundamentals training has been completed by Client before the start of the Design stage.
- Client will lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact the Timeline.
- Inbound integrations are scoped using Workday standard fields. Custom fields are not included in scope.
- Client will use The Groove provided central repository solution for non-sensitive project document sharing.
- Client will use The Groove provided SFTP (Secure File Transfer Protocol) site for the secure exchange of sensitive Client employee data with The Groove project team.
- Client will perform any necessary clean-up of data that will be loaded into Workday prior to the data being imported to Workday before each tenant load.
- All Travel and Expenses will be pre-approved by the Client and billed as actuals per the terms of the MSA and SOW.

Go-Live and Ongoing Support

Proposer to describe what level of pre- and post-go-live support is available under the proposed fee structure. If varying levels of support are available, this section of the RFP response should clarify these potential support services and highlight the level of support that has been proposed. Proposer shall use Attachment C, Cost Worksheets, to clearly identify the varying fees based on the varying levels of support that are available.

The Groove: The Groove provides "hands-on" Hypercare support after the ERP deployment and will align the key workstream leads to support the City team for the first 60 days after Go Live. This includes ad-hoc functional support, data conversion, reporting, and integration support in monitoring the first Production runs. In addition, our team will support the City in managing any deferred optimization requests that were captured during the later stages of the project to identify prioritization, dependency, level of effort, and roadmap inclusion for future rollout. As additional enhancements or optimization requests are identified post-deployment, our team will collectively review and apply recommendations to the overarching roadmap and deployment approach.

The Groove will also complete the Service Delivery Model assessment, compile the performance analysis summary and provide a knowledge transfer feedback to the City team. From a change management and user adoption perspective, The Groove will provide key office hour workshops (in-person and remote) for each workstream.

After the first 60 days of hands-on support, we will transition to our ongoing AMS delivery model to support the ongoing sustainment and enhancement of Workday in coordination with the City team.

Workday: Workday provides its customer with 24x5 technical assistance in accordance with the Support and Service Availability Policy stated in our SLA (service level availability). Customers who need to interact with Workday open cases via our case management system. New cases require a description of the problem, the customer's assessment of impact, along with the affected system environments (Production, Sandbox, or Implementation). A case is assigned to a Workday Support Analyst for response, analysis, and resolution. Customers receive a unique case number and confirmation email for each case opened. Workday provides advance notice on the Workday Community site of scheduled downtime due to weekly, monthly, and quarterly scheduled maintenance (see SLA). Upcoming scheduled downtime are also proactively displayed within the Workday User Interface. Note that customers often maintain their own case management system for internal use; the Workday platform is not for use in managing internal cases.

Since Workday is natively designed for the Software-as-a-Service delivery model, our support involves teams that focus on all aspects of your lifecycle with Workday. Workday provides our customers with a team of support experts who ensure you are always on the most current release of our application services, including patches, fixes, and updates to all system operations and system maintenance.

Workday Post-Deployment Support Services Available

Workday Support - Workday is committed to answering your questions and quickly resolving your issues with world class 24x5 production support. Gain access to our experts and get your questions answered and problems solved in the way that works best for you.

With Workday Support, you can:

- Gain access to our experts 24x7 for severity level one issues
- Get rapid resolution to any production issues
- Benefit from the multi-tenant SaaS delivery model where a resolution for one is a resolution for all

Support analysts are specialists in the capabilities and functions that make up the Workday application services you have subscribed too. They also know the tools you'll use to configure and maintain your Workday system such as integrations, business processes, security, and reporting.

Workday Customer Success - Customer satisfaction is a goal of most companies, but it's a core value of every employee at Workday. Customer Success ensures you have the guidance and resources needed to realize the full value of your investment.

Workday Community - Workday Community is a repository of content provided by our Customers, our Partner Ecosystem, and Workday. Community is searchable and includes topics on a variety of subjects. Customers can ask questions and get feedback from all other participants in Community.

Workday Success Plans (Standard support included - Accelerate Plus quoted as optional) - Workday Success Plans are subscription-based services plans that wrap a range of expertise, support, and education into a single, holistic package where you can consume what you need, when you need it. Workday Success Plans are designed to drive value at every stage of your relationship with Workday. There are 3 options and all options come with 24x7 support - you can learn more here: https://www.workday.com/en-us/customer-experience/success-plans.html

Workday Education and Training: For further information, please refer to the following link: https://www.workday.com/en-us/customer-experience/education-training.html

Groove Application Management Services (AMS) (Confidential)

The Groove provides a comprehensive set of Application Managed Services (AMS) post-implementation services to support the City in their Workday journey to focus on the sustainment and ongoing enhancement of Workday. The Groove provides a comprehensive set of Application Management Services (AMS) providing full platform support in Workday (HCM, Financials, and all other Workday solutions) along with other technology solutions we support such as Eightfold, Snowflake, Databricks, and GoGig.

The goal of our AMS offering is to provide clients with the long-term sustainment and enhancement of their technology investments, continue to focus on achieving business outcomes through measurable metrics, while providing embedded knowledge transfer and scalable support in a predictable spend model.

Within our AMS offering, we provide the following services:

- Business Intelligence Support
- Data Migration Services
- New Module Deployment
- Service Delivery Model
- Upgrade Management
- User Adoption & Support
- Integrations Support
- Feature Optimization
- Enterprise Adoption
- Reporting & Analytics
- Release Management
- Configuration Change Control & Governance

Our post-production and deployment team has considerable experience working in a post-production model, and our team founded one of the first, and most impactful full-scale Managed Services offerings.

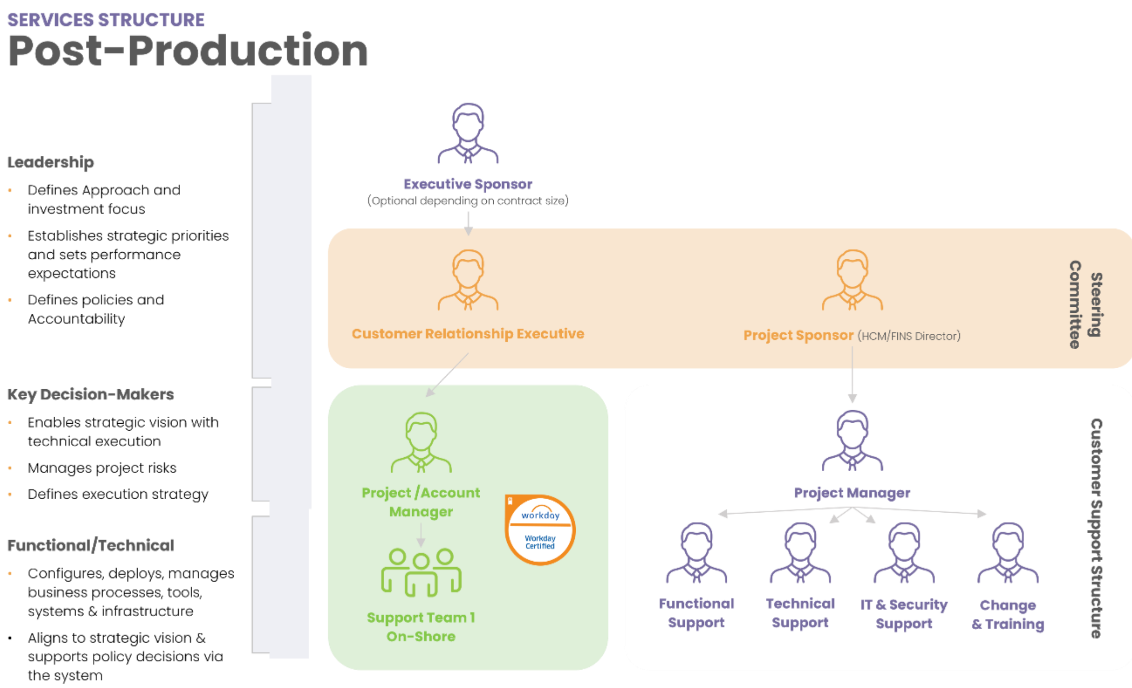
Commonly used Workday-related services include:

- Functional and technical support for the Workday full platform (HCM, Financials), including integration support, advisory and functional configuration support, security & reporting, user adoption and support, and optimization and innovation.
- Comprehensive Release management services, from guiding the City to defining and managing their Release program to assessing, configuring, or advising on the optional and automatically available features that Workday provides twice per year.
- Ongoing implementation support for newly licensed or licensed, but not deployed Workday solutions while simultaneously providing AMS for "business as usual events".

Account Management

Each Groove customer is assigned a Client Relationship Executive who oversees the relationship, accessing our leadership team and resources for optimal execution and client satisfaction.

Additionally, the Groove assigns an Engagement Manager who collaborates with skilled consultants and client leads on best practices and industry standards. The EM ensures effective communication among stakeholders through regular updates, status calls, and bi-directional communication via our ticketing system. Periodic reviews and an escalation channel are also provided to address needs, questions, and concerns promptly by the appropriate parties, keeping everyone informed of progress and the resolution of the issues. A monthly meeting is required as part of our engagement model to support bi-directional feedback and review of the engagement, including client satisfaction and areas of joint improvement.



Services Scope

Our offering provides Workday functional and technical consulting "Tier 3/4" support to the City's internal team to include discovery & requirements validation, solutioning, knowledge transfer, regression testing and guidance on business acceptance testing, and production migration.

Service Level Agreement

The Groove's standard hours of support are from 8 am (EST) - 8 pm (EST) based on client time zone alignment. We will discuss the support hours approach with the City to ensure you have coverage during critical business hours. Off hours support can be scheduled and arranged in advance. We also understand unplanned urgent requests that can occur in the areas such as payroll. The Groove will make all efforts to respond in a reasonable time. Onsite can be arranged. Typically, onsite activities occur at key intervals in larger scale rollouts, or during broader Harmonize or process activities (i.e. reviewing the payroll close process "side by side" with the client team.

For business consulting requests to update or change existing configuration and/or integrations, the Groove strives to provide the following acknowledgement times Monday-Friday, 8am-8pm (EST):

Priority	Acknowledgement Time	Definition
Low	24 business hours	Minor issue, minimal impact.
Medium	24 business hours	Moderate issue, limited impact but needs attention.
High	4 business hours	Significant impact, workarounds exist, but requires prompt attention.
Urgent	2 business hours	Critical issue. No workarounds. Needs immediate action.

Workday is responsible for all system performance guarantees, and availability percentages as indicated in the Workday Production Support and Service Level Availability Policy as a software-as-a-service platform. Workday will provide planned system outage and maintenance as published on Workday community and in different channels.

Service Delivery

To initiate a request, the City will open a solution support ticket through the ticketing system provided by the Groove, identifying the business need, details of the request, Workday support area, priority, desired start date and go-live date.

The Groove's team will triage the request and the assigned consultant will review the details of the request. Our post-production services are guided by our Metronome methodology, in which different hand-offs can occur; for example, The Groove may provide advisory guidance only or help with the configuration.

i. What are the standard hours that support is offered, and through what means (telephone, web ticket submission, etc.)? Are afterhours and weekend support offered, and if so, is this part of the standard support offering or part of a different tier/offering?

Workday: Workday Support is available around the clock, 24x7 for Severity 1 issues for all customers (critical support issues). Your proposal includes an Accelerate Customer success plan for the first three years (renewable) which offers support 24x7 customers despite severity level. For customers that do not purchase Workday Success Plans, support for non severity 1 issues is 24x5 (Monday-Friday) in your local time zones.

ii. Describe the support that is offered to assist in potential situations where the City is unable to conduct certain mission-critical processes, such as processing payroll, due to emergency situations.

The Groove: Please see our response above with the details of The Groove AMS Services available.

Workday: When a customer Named Support Contact (NSC) opens a new case in the Workday Community, the case requires a description of the problem and the customer's assessment of impact for the affected environment (Production, Sandbox, or Implementation). Workday Support aids in accordance with our Service Level Availability (SLA) policies, which guide our case response times for issues identified by our customers.

iii. Is product support offered by Proposer, through the software developer/provider, or sub-contracted?

The Groove: Please see our response above with the details of The Groove AMS Services available. All our AMS services are provided by The Groove.

Workday: The support for Workday's services is provided by Workday as part of your annual software subscription. During implementation, your implementation team will generally work directly with Workday Support on behalf of customers. After moving to production, your Named Support Contacts will engage directly with Workday Support.

iv. Are there optional, "enhanced" support tiers or offerings above and beyond what has been proposed?

Workday: Workday has included an "enhanced" Accelerate Success Plan for the first three years of your contract (renewable). **Accelerate**: provides personalized, one-to-one guidance in-tenant from Workday experts who help you adopt and optimize Workday to meet your business objectives.

Workday Success Plans help you:

- Deploy with confidence and drive value from day one
- Accelerate time to value and unlock the full power of your Workday investment
- Achieve greater independence in growing with Workday
- Connect the dots between your business objectives and Workday's capabilities

- Accelerate productivity and efficiency, elevate skill sets and inspire your team
- Keep pace with innovation

There are additional plans available. Learn more about your plan and other Success plan options here: https://www.workday.com/content/dam/web/en-us/documents/datasheets/workday-success-plans-datasheet.pdf

v. How often are releases provided, how is advance notification provided to customers of upcoming releases, and what is the process to test each release? Would the City be able to test releases in a test environment prior to pushing updates to a live environment?

Workday:

At Workday, our goal is to deliver functionality at a rapid pace to provide you with the functionality and enhancements you need, while being mindful of your busy schedules and mission critical business processes. We deliver product features and services in two ways:

- **Weekly Service Updates** - which occur within the weekend maintenance window and deliver timely fixes and enhancements that are non-impactful to customers.
- **Feature Releases -** delivered on a 6-month schedule, which contain a significant number of new features and functionality; these features are delivered "turned off", so you can review them before putting them into production.

Below we provide further insight into what is appropriate for delivery in a Weekly Service Update and in contrast what we will target for a Feature Release.

Weekly Service Update

- Net new features or enhancements to existing functionality
- Minor UI modifications (e.g., field spacing, font sizing, text shading, drop-shadow weight)
- Architecture and Data Center improvements
- New capabilities like the ability to cancel a background report
- New Reporting components (Report Fields and Report Data Sources)
- New web services or updates to existing web services
- Payroll Compliance Updates
- Bug fixes
- All the above are documented in the Weekly Service Update Notes

Feature Release

- Net new features
- Enhancements to existing functionality, including UI improvements
- New web services or updates to existing web services

- Bug Fixes
- New Products
- A 5-week preview window leading up to the Feature Release date to test, plan and build communications for the upcoming release

Workday provides access to Preview tenants where we will continue to introduce features between Feature Releases. Customers are provided with a Preview tenant for 5 months prior to a new release, New enhancements are delivered turned off, Customers can evaluate and test the new features as the are pushed out on a weekly basis. When the update date comes for a new release, all customers are updated at the same time with the new version. New releases are provided twice per year on Friday nights in early March and early September. Preview tenants allow you to try out features and test alongside your own configurations, provide feedback to us, and learn about them in advance of their availability in Production.

Updates and related enhancements are communicated early and often via a variety of mediums – conference calls, emails and online. For example, a service update email goes out every Wednesday evening with the list of planned updates to the system. We also send notifications of upcoming events such as production outages, workgroups, customer training, etc. On the support site you can find answers to resolutions from cases logged by other customers if you are experiencing an issue. We also post Workday News and Events on the support site.

To prepare for these Feature Releases, customers are provided perpetual access to a Sandbox Preview tenant where they can evaluate new functionality. New features, except for security updates, are delivered in a "toggled off" state (disabled) in order to minimize impact to our customers. This provides our customers the ability to evaluate and determine when to turn on new functionality for use in the Production tenant.

Patches and fixes are applied to all customer environments during weekly and monthly maintenance windows. Workday applies weekly patches, which typically takes a few hours, on Friday nights (PST Time Zone).

Because Workday customers are configuring their environment, rather than customizing with unique code and logic, Workday can deliver these patches and Feature Releases without disrupting customer environments. In this way, all customers of Workday are always update safe. Workday provides access to Preview tenants where we will continue to introduce features between Feature Releases.

vi. Does the system have the ability to roll back updates should challenges or bugs be encountered?

Workday: Since all Workday customers are on the same version of the software, all customers are updated to the most current version of the system at the same time, although new features are disabled by default in security to minimize impact to our customers. This enables our customers to test and determine when to flip the functionality to the "on" position for use in their Production system. If there is a bug that is encountered, Workday can roll back or fix the feature which will be done for all Workday customers.

vii. Are there future costs associated with upgrade processes? For example, costs associated with purchasing licensing for upgrades, professional services costs associated with implementing upgrades, etc.? Proposer to describe the frequency of upgrades and any price ranges for anticipated upgrades.

Workday: Updates and maintenance are included in the annual subscription fee.

In Workday terms, there are no upgrades, as in the traditional ERP sense. Because Workday operates in a Cloud model, we perform all of the tasks typically associated with a software upgrade and patching process on behalf of our customers. We refer to these as Feature Releases rather than upgrades to emphasize the difference. In the Workday application, Feature Releases are delivered twice a year, where all customers are updated to the most current version of the system.

To prepare for these Feature Releases, customers are provided perpetual access to a Sandbox Preview tenant where they are able to evaluate new functionality. New features are delivered with security turned off (disabled) in order to minimize impact to our customers. This provides our customers the ability to evaluate and determine if and when to turn on new functionality for use in the Production tenant.

Patches and fixes are applied to all customer environments during weekly and monthly maintenance windows. Workday applies weekly patches, which typically takes a few hours, on Friday nights.

viii. What is the role of the City in providing ongoing support and maintenance of the system proposed? How many FTE are typically required to support the system on the client-side, and what tasks are entailed?

Workday: The number of FTEs needed to support Workday post implementation varies by customer, the SKUs purchased and how the customer runs their organization.

Some example roles needed are Security Administrator, System Administrator, HR Administrator, Financials Administrator, Payroll Administrator, Benefits Administrator, etc. There are administrator and role-based roles for each functional area within the system.

Some of these roles may require a full FTE to support, while other roles are ones that can be added to a person's daily responsibilities without needing even .5 of an FTE.

The FTEs and roles needed for your Workday system will be talked about during your implementation and your consultants can give you guidance on post implementation support.

Additionally, we offer Production Preparedness webinars to all customers. These webinars help you think about planning for the ongoing support of Workday, how you can leverage the Workday ecosystem and resources to make the most of your experience.

As mentioned above, The Groove also provides Application Management Services for customers who need additional on-going support.

Status Reporting

Proposer to detail their approach to providing status reports throughout the course of the Project. This section should include an example of the recurring status report and identify the expected delivery mechanism that will be used to provide the report to the City.

The Groove: The Engagement Manager submits status reports to client leadership prior to each weekly status meeting. The report identifies activities and deliverables completed and highlights issues that need to be addressed. If circumstances warrant, the EM will hold daily meetings to make certain the project remains on track. Weekly project team status meetings, weekly work stream meetings, and weekly written status reports provide insight to the project management team that risks and delays are at bay. A sample status report has been included in our response.

Resource Hours

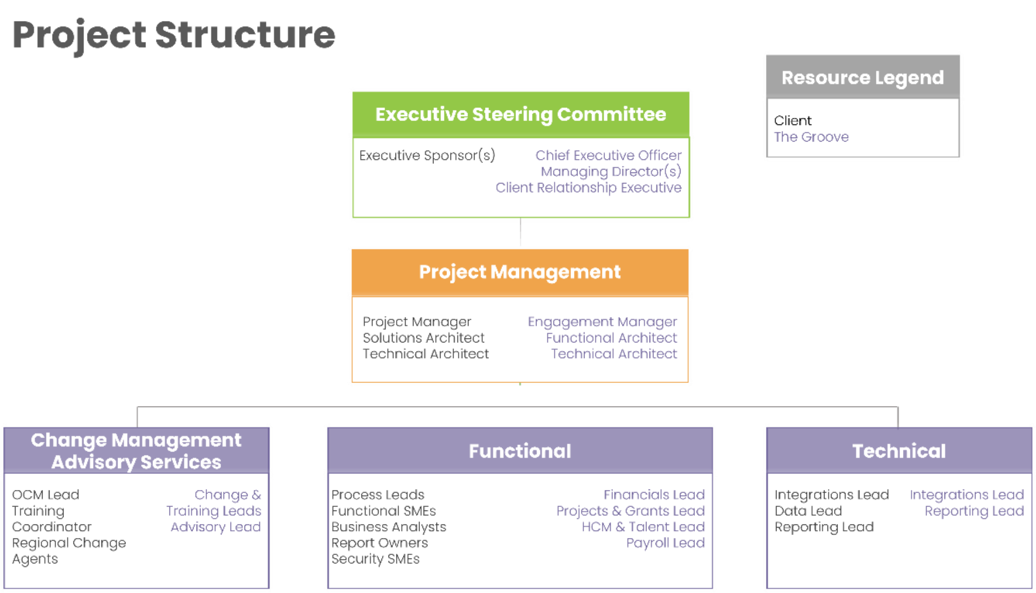
Proposer to provide a breakdown of the anticipated resource levels for the City Implementation Project Team and the Proposer Implementation Project Team based on typical project role. This section should include any comments related to phase-specific involvement, and other assumptions should be noted here.

Below is the approach The Groove generally utilizes for project team structures. Because we do not know how the City is structured from a subject-matter expertise perspective, we cannot provide hours estimates for your staff. Below we have provided guidance on the percentage of time we expect by role for various project members.

Each Lead/Functional & Technical workstream from The Groove should have a corresponding workstream from the City. This "two-in-the-box" approach helps to facilitate not only an efficient decision-making capability, but moreover, enhanced knowledge transfer enabling long-term self-sufficiency for our clients.

Workday-provided training is recommended for the core project team and the specific individuals who will be responsible for supporting the configuration of Workday after the platform is live in production. Administrator training for the relevant product areas such as Core HCM, Financial Management, Planning, etc. is recommended for the core project team prior to the kickoff of the Design stage. This training will be supplemented by knowledge transfer provided throughout the project by our functional and technical team members.

The post go live support team is recommended to take these Administrator courses along with more technical configuration courses. The recommended set of courses for the post go live support team is intended to prepare the team to become Workday Pros, Workday's certification program designed for professionals to build and validate expertise in Workday.



Project Roles

The Groove's project team are responsible for project management and Workday functional/technical expertise, including:

- Set up and configure Workday to meet your needs.
- Configure business processes based on your specific requirements.
- Advise on the options available and the potential implications of configuration choices.

- Assist in troubleshooting and resolving issues within the Workday system.
- Escalate project challenges and risks to project leadership or the steering committee.
- Provide support throughout testing and validation phases.

Groove Role	Description
Executive Sponsor/Steering Committee	The Executive Sponsor and Steering Committee play critical roles in the successful execution and governance of the project. The Groove's Executive Sponsor serves as the project's champion and advocate at the highest level, while the Steering Committee provides ongoing governance and decision-making to ensure the project delivers successful outcomes aligned with the City's organizational goals.
Engagement Manager	The Engagement Manager (EM) is responsible for working with the City Project Manager to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of Metronome™ tools and templates, interaction with Workday Product Strategy and Development. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development).
Workstream Leads	Workstream Leads are responsible for overseeing a specific area or "workstream" of the project. A workstream refers to a particular set of activities or processes within the overall project that needs to be managed and completed (i.e. Procurement, Payroll). Key responsibilities of a Workstream Lead typically include: ▪ **Managing the workstream**: Ensuring that all tasks within their designated workstream are completed on time, within scope, and to the required quality standards. ▪ **Coordinating with other teams**: Collaborating with other workstream leads, stakeholders, and teams to ensure alignment and integration across the project. ▪ **Tracking progress**: Monitoring the workstream's progress, identifying risks or issues, and implementing corrective actions as necessary. ▪ **Delivering workstream outcomes**: Ensuring that specific deliverables related to their workstream are met, such as configuration, testing, data migration, or training. ▪ **Providing leadership and guidance**: Leading the team within their workstream, ensuring they are clear on roles, responsibilities, and goals. Workstream Leads oversee areas such as *business processes*, *security configuration*, *data conversion*, or *integrations*, depending on the project scope.

Groove Role	Description
Functional/Technical Consultants	Responsible for offering Workday functional and technical expertise on deployment activities and deliverables, including functional configuration, data conversion, and integrations.
Change Management Consultant	Responsible for advising on change management and training-related activities; consultant will assist with communication planning and change impact analysis as well as work with you on developing a curriculum plan to address your end user training needs; job aid development is a shared endeavor and we will work with your team to create training materials to support HR and Financials topics to be determined during the Design stage.

City involvement is essential for the success of the deployment. As such, you will be responsible for the following roles and tasks. Please note that one client resource may fulfill multiple roles.

Client Role	Description
Executive Sponsor/Steering Committee	Responsible for leading the project, securing necessary client resources, collaborating with the Groove Engagement Manager to resolve escalated issues promptly, and approving key deliverables. This role requires active and visible involvement, ensuring the project stays aligned with its goals, objectives, and timelines as outlined in the project plan.
Project Manager	Responsible for a range of tasks, including: ▪ Understanding and managing the Project Plan ▪ Assigning client responsibilities ▪ Setting mutually agreed-upon deadlines ▪ Tracking and evaluating milestones ▪ Managing the issue and decision log ▪ Providing status reports to senior client management ▪ Escalating issues that could impact the go-live date. While the Groove Engagement Manager is responsible for the project plan related to configuring and deploying Workday, the City Project Manager oversees all client-related activities, including change management, employee training, process reengineering, customer-built integrations, and third-party software deployments.
Change Manager	Responsible for driving change and ensuring end-user adoption of Workday across the client's user community. This includes overseeing enterprise-wide communication about the project, developing training strategies and plans, and ensuring that users are fully prepared and eager to embrace Workday upon deployment.

Client Role	Description
Training Lead	Responsible for overseeing the design, development, and delivery of training programs for a project, ensuring that end users are well-prepared to use the new system or processes.
Functional Leads/SMEs	Accountable for providing expert knowledge on client requirements, including business processes, data mapping, organizational structures, and system configurations. They collaborate with the Data Conversion Lead(s) to identify and validate data for conversion, test business processes and configurations in the Workday Service, and develop customer-specific training and documentation. Additionally, they escalate any issues to the Project Manager that could impact the go-live date.
Data Conversion Leads	Responsible for collaborating with Functional Leads to identify the data to be converted, extracting data from legacy systems, cleaning and validating the data, and delivering it in the required formats.
Internal Compliance	Responsible for offering compliance-related guidance and expertise to the project team. If no other individual is designated, the Client Project Manager will assume this role.
Test Leads	Responsible for all testing deliverables to ensure the system is thoroughly tested prior to deployment. This includes overseeing the test plan, creating test scenarios, tracking test status, and managing issue resolution during the testing phase. If no other individual is designated, the Client Project Manager will assume this role.
Workday Administrator	Responsible for Workday administration once it is live, providing "Tier 1" support and acting as the primary point of contact for Workday Production Support. This role encompasses two distinct responsibilities: ▪ **Security Administrator** – Oversees the client's security configuration in Workday. ▪ **Business Process Administrator** – Manages the creation, maintenance, and oversight of the client's business processes in Workday.

In the chart below, we have provided an estimated time commitment level for City personnel needed to support the deployment. The level of complexity for a particular business area may increase the time commitment during the Design and Validate stages for example.

Customer Resource Needs

High (H)-75% to 100%
Medium (M)- 50% to 75%
Low (L)-25% to 50%
As Needed (A)-< 25%

Role	Investigate	Design	Prototype	Validate	Launch	Improve
Steerco	A	A	A	A	A	A
Project Manager	H	H	H	H	M	M
Functional Leads/SMEs	M	H	H	H	H	M
Workday Administrator	L	H	H	H	M	M
Data Conversion Lead	M	H	H	M	H	M
Internal Compliance	A	A	L	L	A	A
Change Manager & Training Leads	H	H	M	M	H	M

NOTE: A single person may occupy multiple roles, or multiple people may cover a single role.

Implementation Plan

Proposer to provide their overall objectives and approach to the City's implementation. Discuss timing as being chronological, in parallel, etc., for all of the modules proposed.

Proposer shall submit a Sample Implementation Plan as an Exhibit to Tab 3.

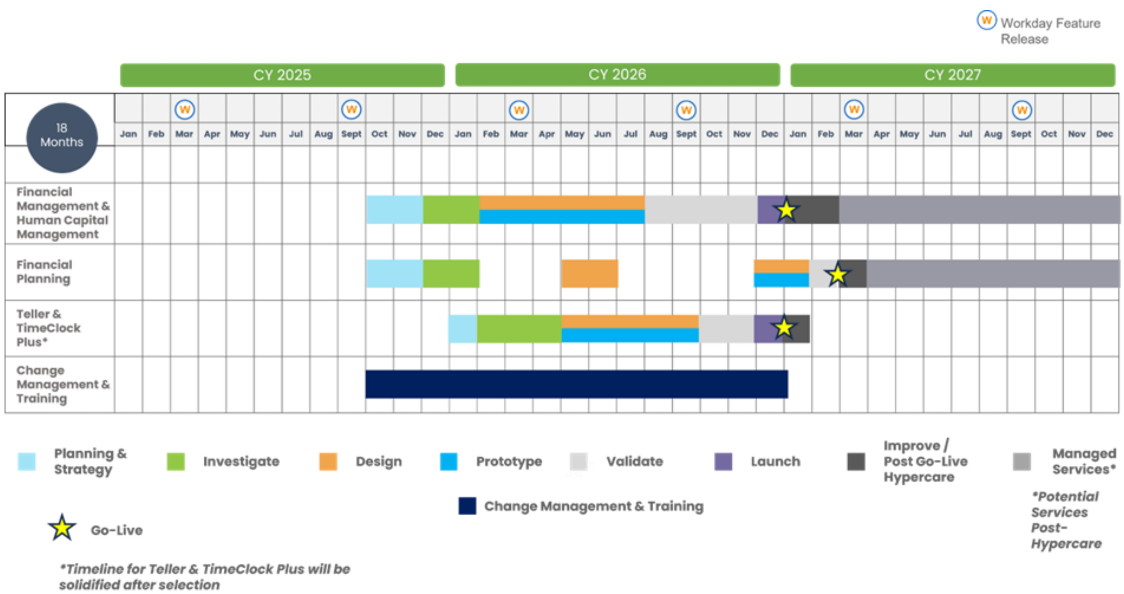
Exhibit submitted Yes **X** No

The Groove recommends an 18-month Workday deployment (including a two-month post go-live Hypercare phase) that includes parallel paths for Workday Financial Management, Human Capital Management, Planning, Teller and TimeClock Plus. using our Metronome Allegro™ methodology. Metronome Allegro™ incorporates a proven, rapid, and prescriptive deployment approach developed based on years of experience deploying Workday in a variety of industries. *We have provided detail about the configuration scope for each proposed functional area in Appendix B – Workday Deployment Scope Details.*

Within the major functional components, there are multiple deployment activities occurring simultaneously. For instance, during the Design and Prototype stages, multiple work streams will support both the configuration of the City Foundation tenant, prototyping and unit testing. During the Validate stage, a set of functional areas may be going through validation while other configuration areas are updated based on testing results. As part of any project like this, The Groove will work with the City during the Investigate stage to help align key project activities to your team's availability and as well help your team properly align availability and effort required for the duration of the project. Key milestones and steps included in our methodology are outlined in the infographic below.

Project Plan

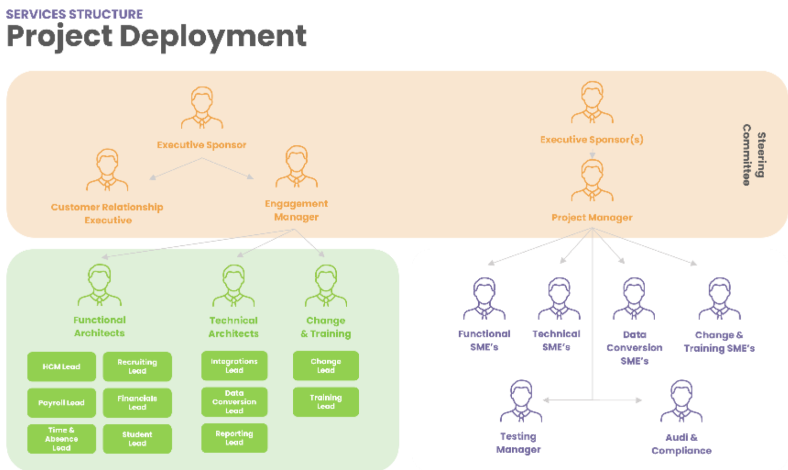
Below, we have included a high-level project plan that provides an overarching framework for the project. It serves as a roadmap, outlining the essential components necessary for the successful project execution of the City's deployment to help stakeholders understand the project's scope, objectives, and timelines. **It should be expected that our proposed deployment phase timeline and project plan may change based on information gathered during the procurement process, procurement timeline, development of the SOW, timing of key City initiatives and City resource availability.**



Project Management Process

Proposer to provide their overall approach for managing the City's Project, including the following areas: Scope Management, Schedule Management, Risk Management, Quality Management, Communication Management, Organizational Change Management, System Interface Plan, Resource Management Plan.

The Groove: For each engagement, The Groove's project management team plays a crucial role in ensuring that projects are delivered successfully, meeting all defined goals and expectations. For each project, we designate an Engagement Manager (EM).



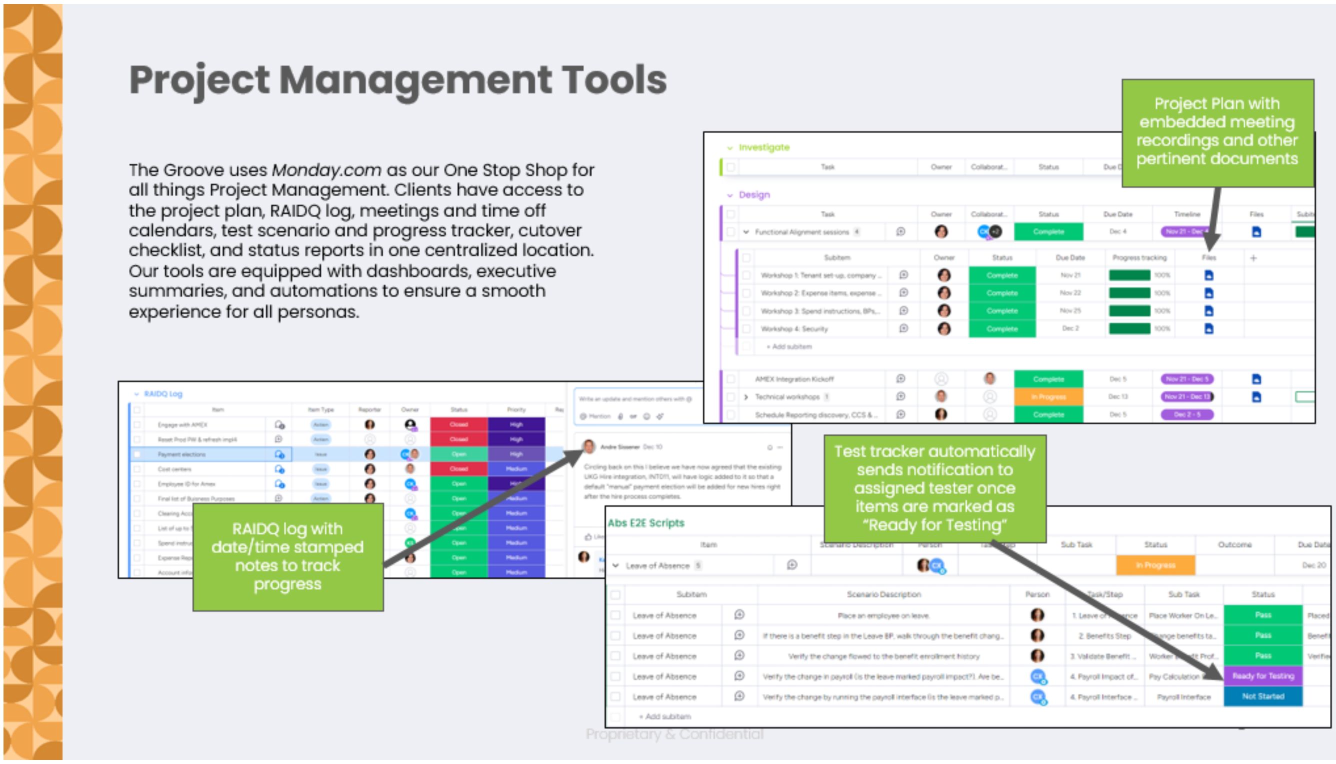
The Engagement Manager (EM) is responsible for working with the City's Project Manager and our other software partners to ensure the timely success of the project. The EM guides the project by providing Workday best practices as they relate to project management techniques, the use of the Metronome™ methodology's tools and templates, interaction with Workday Product Strategy and Development. The EM staffs the project and guides project activities to ensure the timely completion of the project in accordance with the project charter and project plan. The EM is liaison with Workday on project-related issues that may be outside the direct control of the project team (e.g., coordinating the resolution of issues with product development).

The EM partners with The Groove consultants and the City's project leads to provide additional guidance on Workday implementation best-practices, industry standards, and facilitate knowledge sharing among Workday customers as appropriate. The EM keeps the City project team apprised of Workday updates, tenant changes, and can provide guidance on using the Workday Community. Some of the key responsibilities Engagement Manager include:

- **Planning**. They define project scope, objectives, and deliverables. This includes creating a detailed project plan with timelines, resources, and budgets. The EM will use the project plan to track task completion, communicate with the project team and report status. Keeping the project plan current and using it to manage the team enables project leadership to proactively identify any potential impacts to the critical path
- **Resource Management**. They allocate and manage resources, including personnel, finances, and materials, to optimize efficiency.
- **Coordination**. The team coordinates tasks among various stakeholders, ensuring everyone is aligned and aware of their responsibilities.
- **Communication**. The EM facilitates communication among stakeholders, providing regular updates and ensuring that everyone is informed about progress and any issues.

- **Deliverable Acceptance**. To ensure the deployment effort is focused on the stated objectives of the project leadership team, formal deliverable sign-off procedures are defined in advance. These procedures fare a standardized review with a feedback period from our clients prior to the final submission. Clear expectations about timing allow the team to manage quality deliverables.
- **Status Reporting**. Submits status reports to client leadership prior to each weekly status meeting. The report identifies activities and deliverables completed and highlights issues that need to be addressed. If circumstances warrant, the EM will hold daily meetings to make certain the project remains on track. Weekly project team status meetings, weekly work stream meetings, and weekly written status reports provide insight to the project management team that risks and delays are at bay. A sample status report can be found in the Appendix – Sample Deliverables' section of our proposal response.
- **Risk Mitigation**. All projects, regardless of size, have inherent risks. The Groove's philosophy is to communicate often and escalate according to the established governance model. During the Investigate stage of the project, the EM and the client PM work to define key decision makers, service levels, and the escalation process. Issues that arise are reviewed weekly during project status meetings and escalated for resolution, if not resolved during a reasonable amount of time.
- **Monitoring and Control**. They track project progress against the plan, adjusting as needed. This involves monitoring timelines, budgets, and quality standards.
- **Quality Assurance**. The EM that the project meets specified quality standards through testing, reviews, and inspections.
- **Closure.** At project completion, the EM conducts evaluations, document lessons learned, and ensure all deliverables are handed over appropriately.

The Groove uses *Monday.com* as our 'one-stop shop' for all things Project Management. Clients have access to the project plan, RAIDQ log, meetings and time off calendars, test scenario and progress tracker, cutover checklist, and status reports in one centralized location. Our tools are equipped with dashboards, executive summaries, and automations to ensure a smooth experience for all personas.



Governance Model

Effective governance and decision-making are essential through all lifecycle phases of a deployment and beyond. The Groove partners with our clients to design a framework that is tailored to the organization and enables effective data governance and decision-making.

The benefits of our governance model are as follows:

- Establishes the rules of engagement
- Facilitates decision-making
- Outlines accountability
- Promotes transparency

A typical governance model involves three areas of responsibility and involvement with an organization. Our illustration shows how the project team members interact with program-level management, who in turn look to the executive leadership for strategic guidance.

The Groove works with our client's project leadership team to clearly document the roles and levels of authority each governance areas is responsible for. Escalation paths are also defined that outline where decisions can be made and when the next level of governance needs to be involved. Resolving business processing disagreements or changes in organization policy are a few examples.

Issue Identification and Resolution

The process for handling potential problem areas involves early identification through continuous monitoring and regular assessments, followed by prompt communication of the issues to relevant stakeholders. Once a problem area is detected, a root cause analysis is conducted to understand the underlying factors. A collaborative approach is then taken to brainstorm and evaluate potential solutions, ensuring they are practical and effective. After selecting the best course of action, an implementation plan is developed, which includes clear timelines and responsibilities. The process concludes with close monitoring of the solution's effectiveness, adjustments as needed, and documentation of lessons learned to prevent future occurrences.

Issue Management and Resolution. An efficient issue management and resolution process is critical to the successful completion of any large-scale project. Information regarding each issue, such as the originator, date issue was raised, priority, areas affected, potential impact, detailed issue description, target resolution date, and actual resolution, will be documented for each issue. An issue log is kept throughout the project lifecycle, and each status report identifies new issues raised, as well as documented issue resolution.

Issue Escalation. During the Investigate stage of the project, an issue escalation process is jointly defined. The City will identify steering committee members and key stakeholders responsible for resolving conflicts and making decisions when the project team and project manager cannot reach consensus. The Groove has a multi-level escalation plan up through our executive team to ensure that both your leadership and our project management team can quickly and effectively manage and resolve issues.

Project scope will be defined through the initial capture and documentation of requirements during the Investigate stage. To help ensure the City avoids scope creep, the project team will document each proposed change to the scope using a change order, which your project management can review to determine its impact and cost-benefit analysis to the project.

Project Documentation and Artifacts

Throughout the six stages that compose the Metronome™ methodology, key deliverables are developed in collaboration with City team members – including assorted functional and technical configuration documentation and operations guides.

During the Investigate stage, many of these documents are assessments and discovery documents (such as Project Governance, Reporting, and Integrations Strategy).

The Change Management deliverables include *Change Management Approach*, *Communication Plan*, *Change Impact Assessment*, and *Curriculum Plan* as well as training materials. As we transition to production, a Service Delivery Model approach is defined to aid you in establishing an approach to managing releases, applying configuration changes, and supporting your user communities.

Finally, there are a host of project management materials that track the build, address issues and risks, as well as those that manage the project and cut over plans, to name a few. For a complete list of the numerous deliverables and work products that are included in our approach (depending on the project scope), please refer to the Methodology section above.

Organizational Chart

We are excited to introduce you to the incredible team who will be working alongside you throughout this project. Each member brings a unique set of skills and perspectives that will be invaluable as we move forward.

Together, this team embodies a blend of experience, creativity, and dedication. We are all excited about the prospect of collaborating closely and leveraging each other's strengths to achieve your goals for this project.

Please note that the team roster and project allocation will be finalized upon selection, when we have clarity on the timing of contract finalization and project start date(s). The City will be provided with the opportunity to review and approve all staff members assigned to the project. Please see Appendix A for detailed bios on our proposed Key Personnel.

In addition to the team shown in the graphic, if selected, both TimeClock Plus and Teller will be part of our project leadership team with members on the Steering Committee and project managers that will lead those specific workstreams.

i. The City anticipates that any vendor staff assigned to the Project will remain assigned to the Project, unless the City deems the services to not meet expectations at which point the Proposer and the City will work together to remedy such non-conforming services. Proposer to identify the approach to assignment and (as necessary) replacement/removal of vendor staff during the implementation process.

Acknowledged. Please note that the team roster and project allocation will be finalized upon selection, when we have clarity on the timing of contract finalization and project start date(s). The City will be provided with the opportunity to review and approve all staff members assigned to the project.

Staffing Approach

The key to delivering success to our clients is our people. We harness the expertise of top-tier professionals with extensive experience in their respective fields. Our approach to delivering exceptional services involves a strategic blend of our dedicated team members and each contributing unique skills and perspectives.

We believe this combination optimally equips us with a diverse array of functional, technical, and training capabilities, enriched by varied client engagements. Our ability to quickly bring in people who are currently on our talent waitlist will allow us to scale expeditiously to meet market demand. Our ability to acquire the types and kinds of personnel and services proposed is bolstered by our robust in-house recruiting function, which is highly adept at sourcing, vetting, and onboarding top talent across a wide range of specialties. This dedicated team of recruiters leverages an extensive network, advanced recruiting tools, and industry-specific knowledge to identify candidates who precisely match the required skills and experience for each project.

Our internal recruiting capabilities allow us to quickly respond to project demands, ensuring that we can assemble the right mix of personnel and services, whether for specialized roles or large-scale staffing needs, while maintaining high standards of quality and efficiency. As we have begun to scale our business, The Groove has cultivated a “talent waitlist,” which will allow us to grow quickly to match our expected market demand. We are fortunate to already be considered an employer of choice in the Workday ecosystem.

The final decision on team member selection will rest with the City, following client interviews. The Groove will collaborate with the City to deliver the best candidates for key project roles. Our staffing decisions consider several factors, including skills and experience, geographic location, resource availability, cultural alignment and whether team members have worked together, which has proven beneficial for many clients. Once the project scope and timeline are established, The Groove will verify resource availability and share resumes. The City will have the opportunity to review these candidates to ensure they align with the organization's requirements.

On each project, dedicated project managers oversee individual projects, ensuring that teams are well-coordinated and that communication channels remain clear and open. Regular cross-project reviews and audits will be conducted to ensure consistency in quality, with any issues being promptly addressed through coordinated efforts. Resource allocation will be carefully managed to avoid overextension, and contingency plans will be in place to handle any unforeseen challenges, ensuring that all projects maintain high-quality standards and meet their deadlines.

The Groove employs a structured approach to address the removal of consultants at the client's request. Before proceeding with a formal removal, the Groove takes several remediation steps, such as providing additional support, training, or coaching, to rectify the situation. However, if the client chooses to move forward with the formal removal of a consultant, the Groove will create a detailed transition plan. This includes completing a thorough knowledge transfer and swiftly replacing the consultant, ensuring minimal disruption to the project while maintaining a strong and positive client relationship.

i. The City anticipates that any staff assigned to the Project will remain assigned to the Project, unless the City deems the services to not meet expectations at which point the Contractor and the City will work together to remedy such non-conforming services. Proposer to identify the approach to assignment and (as necessary) replacement/removal of vendor staff during the implementation process.

Acknowledged. Please note that the team roster and project allocation will be finalized upon selection, when we have clarity on the timing of contract finalization and project start date(s). The City will be provided with the opportunity to review and approve all staff members assigned to the project.

ii. Proposer to submit as an Exhibit to Tab 3, an Organizational Chart including subcontractors and reporting structure of the entire team.

Exhibit submitted Yes X No

Please see our Organizational Chart graphic provided in Section VII – Organizational Chart above. This provides a representation of the reporting structure of our proposed key personnel.

Project Team Resumes (Proposer)

I. As an Exhibit to Tab 3, resumes shall be provided for the implementation team, as well as additional personnel involved in the proposed project governance structure, including any partners/subcontractors. Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles (e.g., Project Manager, Conversion Lead). Resumes to include listing of past software implementation projects and certifications held for each team member.

Exhibit submitted Yes X No

Please see our Appendix A of our response for project team bios of our proposed Key Personnel. We can provide specific project details upon down select. Please note that the team roster and project allocation will be finalized upon selection, when we have clarity on the timing of contract finalization and project start date(s). The City will be provided with the opportunity to review and approve all staff members assigned to the project.

ii. Summary of Project Team: Proposer shall complete the table on the following page listing a summary of the Project Team Members including any partners/subcontractors.

Table 3-01: Proposer Project Team Members

Name	Title	Role on Proposed Project Team (e.g., PM)	Years of Relevant Experience	Years with firm	Number of implementations completed within past five years	Identify Scope of Services/Tasks this individual will be working on for the City	Relevant certifications (PMP, etc.)
Manish Patel	Chief Strategy Officer	Steering Committee	30+ Years	1 Year		Project Governance	
Michelle Oltmans	Managing Director – Government	Steering Committee	30+ Years	1 Year		Project Governance	
Maggie Acosta	Client Relationship Executive	Steering Committee	10+ Years	8 months		Project Governance, Client Support	
Eric Murphy	Managing Director – Delivery	Steering Committee	30+ Years	8 months		Project Governance, Client Support	
Kelly Kelly	Engagement Manager	Engagement Manager	10+ Years	8 months	15+	Project Governance, Client Support	Please see bio for Certification information
Stan Downs	Consulting Director, Financials	Financials Architect	20+ Years	8 months	20+	Functional Architect	Please see bio for Certification information
Jeff Muschett	Consulting Director, HCM	HCM Architect	15+ Years	8 months	15+	HCM Architect	Please see bio for Certification information
Connor Ford	Managing Consultant, Financials	Financials Lead	8+ Years	8 months	10+	Financials Lead	Please see bio for Certification information
JD Allred	Managing Consultant, Financials	Procurement & Sourcing Lead	10+ Years	8 months	15+	Procurement & Sourcing Lead	Please see bio for Certification information

Name	Title	Role on Proposed Project Team (e.g., PM)	Years of Relevant Experience	Years with firm	Number of implementations completed within past five years	Identify Scope of Services/Tasks this individual will be working on for the City	Relevant certifications (PMP, etc.)
Clara Ziegler	Managing Consultant, HCM	HCM Lead	8+ Years	8 months	10+	HCM Lead	Please see bio for Certification information
Chuck Xeroteres	Managing Consultant, HCM	Payroll Lead	19+ Years	8 months	10+	Payroll Lead	Please see bio for Certification information
Josh McKinnon	Managing Consultant, Planning	Planning Lead	12+ Years	4 months	7+	Planning Lead	Please see bio for Certification information
Rob Hopkins	Managing Director, Technical Services	Integrations Lead	13+ Years	3 months	10+	Integrations Lead	Please see bio for Certification information
John Rutledge	Managing Consultant, Data Conversion	Data Conversion Lead	15+ Years	8 months	10+	Data Conversion Lead	Please see bio for Certification information
Tonya Gray	Managing Consultant, Strategy & Change	OC & T Lead	15+ Years	3 months	15+	OC & T Lead	Please see bio for Certification information
Mike Brown	Director, Client Initiatives	Post-Production Support Lead	20+ Years	1 Year	20+	Post-Production Support Lead	Please see bio for Certification information

Proposed Training Approach/Strategy

i. Proposer to describe the proposed approach to training users of the system, including the frequency of training, timing in the overall sequence of the implementation, as well as training resources/materials that will be provided to trainees.

During the Investigate stage, our change management lead begins with a *Change Management Approach* workshop to discuss the activities performed during the project and to review roles and responsibilities with your team.

The first order of business is to conduct a *Stakeholder Identification* to better understand your user communities' concerns and readiness for change. This analysis influences the *Communication Plan* which we develop with our City counterparts. After the initial process designs have been developed, a *Change Impact Assessment* is drafted during the Design stage to determine which groups will be impacted by the change and the degree of the change. This activity, performed mostly by the City and reviewed by The Groove, will inform the communication and training needs of your user communities. Also, a *Curriculum Plan* is developed to identify the processing tasks your users will need to master and how the information with be delivered.

During the Prototype stage, the training job aid templates will be reviewed and finalized, as the training material development begins. End user training products will be primarily created by the City. Lastly training is deployed based on the recommended approaches defined in the *Curriculum Plan*. The Groove is recommending a train-the-trainer approach. The City's trainers will then be responsible for all webinars and instructor-led training sessions, which should begin during the end of the Validate stage and continue through the Launch stage.

The training approach is predicated on the *Change Impact Assessment*, which identifies who your stakeholders are and what tasks they will be responsible for. If the task is relatively simple, a job aid may be adequate and can be referenced by your users at the time of need, meaning when an employee, manager, or cost center manager, for example, initiates a task. More complicated transactions usually require more hands-on training that could be presented in an instructor-led format with scripted scenarios executed in a training tenant.

The following table illustrates training delivery methods that may be appropriate for various audiences and the complexity of the topics addressed.

Delivery Method	Usage	Delivery
Knowledge Transfer	Learn configuration, analysis, processing, business process change by working with The Groove consultants during implementation	In-person (Functional team & SMEs)
Instructor-led Training	Used to explain complicated functional tasks and processes	In-person
Testing	Core users learn business processes, role-level security by testing configuration set up	In-person
Training-the-Trainer	Used to train client training team to deploy classroom training; may be supported by The Groove	In-person
Workshops	Short, topic-focused sessions that provide hands-on experience in the system	In-person
Webinars, Presentations	Used to explain basic tasks and process overviews	web
eLearning	Used to reinforce complex topics	web
Coaching	Used to one-on-one coaching after training and go-live	In-person
OnDemand Education Videos	Used to provide demonstrations of businesses in the application	varies
Job Aids, FAQs, Glossaries	Used to explain step-by-step instructions, address common questions, and define terms and concepts.	Varies

The Groove recommends building upon the in-scope job aids (specific topics to be identified during the Design stage) and grouping them according to your training audiences as identified in the *Curriculum Plan*. Workshops, webinars, and instructor-led classes should be deployed for topics that require demonstrations or hands-on experience to build confidence in using the application. For the more involved procedures, your users should have the ability to ask questions and interact with a subject matter expert.

Training Approach

The standard approach is as follows:

- *Project Team* – This group receives initial training provided by Workday to acquaint them with Workday basics, and process overviews for the applications being implemented. This group will also receive Knowledge Transfer from Groove functional and technical workstream leads.
- *Managers & Supervisors* – This group will receive process overview presentations during the Prototype stage. This builds awareness of how the applications work and what tasks are involved when initiating, approving, and reviewing a transaction as well as who is responsible. They will also be provided job aids and possibly some

instructor-led sessions depending on their security permissions and the complexity of the tasks.

- *All End Users* – This group will receive communications about the changes to business processes through various communication mechanisms, department meetings, and townhalls, as outlined in the *Communication Plan*. Most of the training will be just-in-time, meaning users will receive training when it is needed, at the point of need. For example, when they are performing financial actions like: Create an Expense Report (employees) or Approve a purchasing requisition (Cost Center Manager or Project Manager), users will reference a job aid that will guide them on how to execute the transaction. Similarly, for HCM transactions, Select and Update Withholdings (employees) or Approve Absence (Managers), users will reference a job aid while for more complex actions like Create a Position (Managers and Recruiters), these users may attend a webinar or attend classroom training session.
- If warranted, some of the training topics can be bundled together and presented as formal classroom training or via a webinar, depending on the City's needs and learning culture.

City Roles

The City should identify a *Training Coordinator* to assist with training planning and execution. Additionally, a *Training Lead* should be identified to assist with training development and to coordinate reviews with your *Subject Matter Experts*. *Training Developers* also would work with The Groove's training developers to create the job aids, and to develop any materials that would be used in classroom or webinar training sessions. Lastly, *Trainers* should also be named to test the training materials and become comfortable with the processes performed in the Workday applications; these individuals would also deliver the training to users via webinars or classroom settings. Your *Subject Matter Experts* and/or your *Business Operations Leads* should be on hand at the end of each session to address questions, scenarios not addressed, or any applicable policy changes.

Workday Training

Most of the administration training will be provided by Workday at the start of the project. Successful deployment of Workday requires the following Types of Training:

Core Project Team Training: Workday delivers instructor led training remotely in multiple time zones and locations in the United States.

Workday Education Courses and Delivery Methods:

Workday Education offers a variety of options to meet your training needs, including the following:

- *Learn In-Person* - provides comprehensive instructor-led training to prepare employees and staff to meet their job role requirements. Our courses combine cohesive lectures and product demonstrations with hands-on activities to reinforce learning.
- *Learn Virtual* - provides the advantages of live instructor-led training without the expense and time associated with travel. These courses are a combination of lecture, demonstration, and hands-on activities to reinforce learning. Attendees participate remotely through Zoom and connect to our training environment via the Internet to complete the hands-on activities. These offerings are topic-specific and designed to focus on key Workday principles and functionality.
- *Learn Independent* - enables our customer to be more self-sufficient. This learning experience combines videos, interactive exercises, quizzes, and tests into a comprehensive online learning curriculum that employees can complete at their own pace.
- *Learn On-Demand* - is a cost-effective alternative to traditional education delivery, providing access to training 24/7 from any computer. Created in short, targeted segments, Learn On-Demand is perfectly suited for system administrators who need immediate access to specific training.
- *Adoption Kit* - is a collection of templates and resources designed to support and accelerate end-user training and your Workday rollout. It includes a combination of hosted or downloadable videos, job aids, facilitation guides, and marketing materials. All content can be downloaded and tailored to your needs or used as-is.
- *Workday Pro* - is a customer-focused accreditation program targeted at customers who want to actively engage and work side by side with the Ecosystem on a path to develop a similar level of knowledge and expertise. It consists of several tracks, each with relevant courses plus a written test.

Once the core project team for the City is determined, we can work with your organization to confirm the training courses required for each member of the project team.

Your project team training will be complemented by Knowledge Transfer sessions conducted by The Groove's functional team members. Likewise, our technical team members will provide operations guides to support the needs of your team technical resources.

ii. Proposer to provide their approach to the training plan and what makes their training plan successful and effective for system implementations. Include your approach to when and why you choose to use on-site training versus a webinar or a train-the-trainer format.

Our change approach is persona-driven. We tailor a solution based on your organizational challenges and devise solutions to create a positive user experience. As we document the change impacts we will capture how the work is changing and how the change will be welcomed. Not all populations will react the same way. Some will be content with the current state, while others will be eager for a solution that eliminates redundancies, manual processes and frustration. Depending on your organization's learning culture, we will propose various training solutions (webinars, overviews, hands-on classroom-based). We can also investigate a just-in-time training approach, where your users leverage training solutions as they execute a task in the application. These solutions are step by-step and coach your employees during the flow of work. We can set up a demonstration with our partner, Tango, to explore this option further.

iii. Proposer to detail the knowledge transfer strategy proposed to prepare the City staff to maintain the system after it is placed into production.

Knowledge transfer is inherent in the Metronome Allegro™ methodology. During the Investigate stage, we work with your organization to clarify roles and understand the training needs of the project team. We make recommendations as to which Workday-delivered training courses are appropriate for your core team members. These courses will introduce Workday concepts, business process frameworks, and fundamentals of the applications.

But this is just the beginning. Much of the knowledge transfer process begins by partnering with The Groove's functional and technical consultants through numerous immersive learning opportunities:

- *Design Sessions* – During the Design stage, questions and clarifications are explored to translate your requirements into design considerations.
- *Workstream Meetings* (weekly scheduled and ad hoc) – These meetings are led by Groove consultants and attended by City subject matter experts (SMEs) to analyze the solution, make informed decisions, and consider configuration options to meet your requirements.
- *Solutions Review* – During this activity, immersive learning is supported by review of the functional configuration, on-demand configuration changes (as possible), which is reinforced with hands-on business processing experience.

- *Test Scenario Development* – Finalized during the Prototype stages, the City will participate in test scenario development to ensure understanding of the expected outcomes of tests.
- *Test-related Training* – During the Validate stage, end-user training will be developed and delivered to City testers to prepare them for proper execution of key test scenarios.
- *End-to-End Test* – During the first round of End-to-End testing, Groove consultants are responsible for triaging and resolving test issues with observation and support provided by City business area leaders. The second round of End-To-End testing encourages your project team members to be the first level of triage support with assistance from The Groove consultants.
- *Improve Stage* – The need for additional knowledge transfer may surface during post-production. During this period, we coach the City about implementing a Service Delivery Model to foster a culture of continuous improvement and self-sufficiency

iv. Proposer to detail the approach to conducting training using webinar (e.g., GoToMeeting, Zoom, Teams, Skype), including how Proposer staff will monitor staff comprehension and, if applicable, provide assistance to trainees on navigation through the system.

In the *Training Plan*, The Groove will outline which topics will be addressed as webinars and which will be conducted in a more traditional classroom setting. System navigation is a common topic that applies to all users. This information can be captured in a recorded webinar for users to review at their leisure. The particulars will also be documented in job aids as well.

v. Proposer to identify the requested analysis/training room environment requirements and any other requirements related to the training facility/room/equipment. Requirements may include any presentation equipment, whiteboards, seating style, number of computers, printers, and other amenities needed to support on-site implementation activities.

In the *Training Plan*, classroom courses will be grouped by user populations. The number of participants will be documented at that time. Computers for participants are recommended as well as one the instructor. A data projector should also be used to demonstrate how transactions are processed in the application. White boards or flipcharts are suggested to capture parking lot items. Seating for the participants should be arranged in a traditional style with rows facing the screen to see the demonstrations. The instructor should be stationed at the front of the room at a podium with a laptop with an assistant trainer behind the participants to monitor progress and provide assistance as needed.

Training Plan and Resource Hours

Proposer to provide a detailed training plan and resource hours allocated for the City's project, including description of the type of delivery mechanisms (e.g., in-person/live training, recorded videos, scenario-based) that would be used to support the delivery of the training.

Proposer to submit as an Exhibit a Sample Training Plan and insert in Tab 3.

Exhibit submitted Yes No X

Our team cannot provide a detailed training plan without first performing a training assessment, which is part of our proposed services. Please see the graphic below for a sample.

Lesson & Objectives

Subject	Lesson	Audience	Objectives	Job Aid	ILT	ILT Complexity High, Med, Low	Activity	Activity Complexity High, Med, Low	Duration (mins)	Date & Time of Training
Workday Core Concepts	Core Concepts	HR	This lesson will provide an introduction and give users an understanding of Workday core concepts.		X	L	X	L	45	Day 1
	Basic Navigation, Inbox, Delegation	HR			X	L	X	L	45	Day 1
Managing Positions	Create Position	HR	Users will be able to create and manage positions for supervisory organizations.	X	X	M			30	Day 1
	Edit Position Restrictions	HR		X	X	M			30	Day 1
Hire	Hire	HR	Users will be able to do the necessary tasks in workday to hire, employees and contingent workers. The lesson will go in detail the applicable fields and steps for each business process.	X	X	H	X	H	60	Day 1
	Change Org Assignments	HR		X	X	M	X	M	30	Day 1
	Request One-time Payment	HR		X	X	L	X	L	30	Day 1
	Contingent Worker Contract	HR		X	X	L	X	L	45	Day 1
Onboarding	Onboarding	HR	HR will understand the onboarding process for a new hire and complete the onboarding process as a new employee.	X	X	M	X	M	60	Day 2
Benefits	Change Benefits	HR	HR will be able to initiate benefit changes for employees.	X	X	H	X	H	60	Day 2
Managing Workers	Request Change Job	HR	HR users will be able to manage job and compensation changes for current employees.	X	X	H	X	H	60	Day 2
	Request Compensation Change	HR		X	X	M	X	M	45	Day 2

Purpose_Instructions | User Groups | Delivery by Audience | BPs and Initiating Groups | BPs and Topics | Lesson Plan | Training Materials Tracker | Sheet2

Training Coordination

Proposer to detail the roles and responsibilities for the training effort

Role/Responsibility	Identify if Role/Responsibility is City/Proposer (including any Subcontractors)/Shared
Training Coordination/Scheduling	City
Training Curriculum/Material Development	City (Primary), The Groove (10 Job Aids, "train the trainer" sessions and production of 5 webinars/training videos geared around self-service functions)

Training Instruction/Delivery	City (The Groove will perform "train the trainer" sessions and produce 5 webinars/training videos geared around self-service functions)

System Documentation

Proposer to provide a detailed description of system documentation and resources that will be included as part of the implementation including, but not limited to, detailed system user manuals, "Quick Reference" guides, etc. as available. Proposer to itemize optional items on Attachment C.

Type of Documentation	Included in Scope of Proposal to the City?	Description/Explanation/Optional
Quick Reference Guides	Yes	We have included services to create 10 job aids for HCM & Payroll.
Online Support	Yes	We have included 60 days of post-production hypercare as part of our proposal. Workday's support options are detailed in the proposal.
Help Desk Support	Yes	We have included 60 days of post-production hypercare as part of our proposal. Workday's support options are detailed in the proposal.
User Group Community Resources	Yes	Provided by Workday
Annual User Conferences	Yes	Provided by Workday
Videos	Yes	We have included production of 5 webinars/training videos geared around self-service functions as part of our proposal.
Custom User Guides/Manuals	No	

Approach to Testing and Quality Assurance

Describe your standard approach to testing and quality assurance.

Testing Strategy

Our methodology incorporates a dedicated Validate stage, but test planning begins during the Prototype stage and continue throughout the deployment lifecycle. We'll support the City in test planning by providing a variety of templates and tools honed through our extensive experience with numerous deployments. Your team will leverage their organizational and subject matter expertise to identify and execute test scenarios, gradually taking on more responsibility for issue analysis and resolution. This approach is part of our structured knowledge transfer and skill-building process, ensuring your operational readiness for Go-Live.

We will collaborate with the City to establish a formal set of entrance and exit criteria for the Test stage of your deployment. The City will officially sign off on the completeness of these criteria, confirming that all tests have been successfully completed and issues resolved to your satisfaction. All formal end-to-end test results will be documented.

When implementing and testing integrations with a third party, we follow these steps, to ensure a successful process:

- Connect with the third party early and inform them of the implementation. Historically, vendors take a long time to respond to these requests.
- Request requirements from the third party or customer where planning to change the interface.
- For existing integrations, the customer may provide sample files and or file layouts.
- Work with the vendor and the functional owners to set the right data for testing and evaluate the result.

Throughout the project, the following types of testing are performed:

Testing Type	Responsible Party	Description
Unit Testing	The Groove Knowledge Transfer with City SMEs	▪ Validate the correct configuration and integration development based on design requirements. ▪ Test individual components that have been manually configured during Design/Prototype. ▪ Test integrations as outlined during Design/Prototype.
Smoke Testing	The Groove Knowledge Transfer with City SMEs	▪ Conduct brief tests to verify the complete and accurate migration of configurations and integrations between tenants.

Testing Type	Responsible Party	Description
		▪ Performed after each new tenant build, prior to the City accessing the tenant.
End-to-End Testing	City SMEs The Groove Support & Issue Resolution	▪ Perform a comprehensive "System Test" in the end-to-end tenant, which includes Workday's end-to-end testing of configurations and integrations. ▪ Validates that the configuration and functionality meet the specified design requirements.
Payroll Parallel & Interface Testing	City SMEs The Groove Support & Issue Resolution	▪ Full-volume testing of Workday Payroll, including all calculations and comparisons with legacy payroll solution for identified pay periods. ▪ Validates that the configuration and functionality meet the specified design requirements.
Security Testing	City Personnel The Groove Support & Issue Resolution	▪ Ensures security configuration and access is as expected in each tenant prior to providing broader City access.
Regression Testing	City Personnel The Groove Support & Issue Resolution	▪ Identify and address the impacts of system changes (e.g., Workday updates). ▪ Re-test any affected designs or configurations resulting from these changes.
User Acceptance Testing	City Personnel The Groove Support & Issue Resolution	▪ Enables a broader group of client SMEs and business process owners to validate that the configured system is ready for production. ▪ Use a subset of end-to-end scenarios to build confidence in the SMEs' ability to perform their daily tasks. ▪ Typically, included as part of a later end-to-end test cycle or may be conducted separately after the initial End-to-End testing.

Sample Plan

Submit a Sample Testing and Quality Assurance Plan that would be very similar to the plan utilized for the City's Project. Proposer to submit as an Exhibit a Sample Plan in Tab 3.

Exhibit submitted **Yes** **X** No

Yes, we have included a copy of a sample testing strategy document as part of our response.

Plan Details

Awarded Proposer will be responsible to provide a Testing and Quality Assurance Plan that describes all phases of testing that may be used: unit, system, interface, integration, regression, parallel, and user acceptance testing (UAT). It is the City's expectation that the Testing and Quality Assurance Plan govern all phases of the Project and that the Proposer will also provide assistance during each testing phase involving the City users. The Awarded Proposer will develop the initial UAT plan, provide templates and guidance for developing test scripts, and will provide onsite support during UAT. The Awarded Proposer will also provide a plan for stress testing the system, which will occur during or after UAT. Proposer to confirm their proposal includes providing the services identified in this Section (Item XV Plan Details) and provide any additional services that are also provided as part of your Testing and Quality Assurance Plan not listed.

We have allocated hours to support testing in our proposal at the same/similar levels as the other proposed project phases. Our effort will include the development of a testing strategy/plan and guidance in the development of test scripts. In Section XIII above, we outlined the roles and responsibilities of our team and the City team during testing. We would expect to be onsite for the testing kick-off and to support parallel testing. Performance/Stress testing is not commonly required for Workday customers. Workday will specify if performance testing is required based on your size and transaction volumes. Therefore, we have not included stress/performance testing in our pricing.

Levels of Support

What levels of support will be provided by the Proposer during the City testing phases (e.g., parallel and UAT)? Will Proposer resources be onsite during certain testing phases? Are varying service levels offered for testing support?

We have allocated hours to support testing in our proposal at the same/similar levels as the other proposed project phases. In Section XIII above, we outlined the roles and responsibilities of our team and the City team during testing. We would expect to be onsite for portions of user acceptance and parallel testing, to include kick-off and initial payroll parallel. We do not offer varying levels of support for testing.

Parallel Testing

Describe the proposed approach to payroll parallel testing, including the number of anticipated parallel tests which would be performed for payroll processes.

In Section XIII above, we outlined our approach and roles and responsibilities of our team and the City team during payroll parallel testing. We have included two (2) payroll parallel tests in our scope.

Tab 4 – Project Schedule

I. Project Schedule

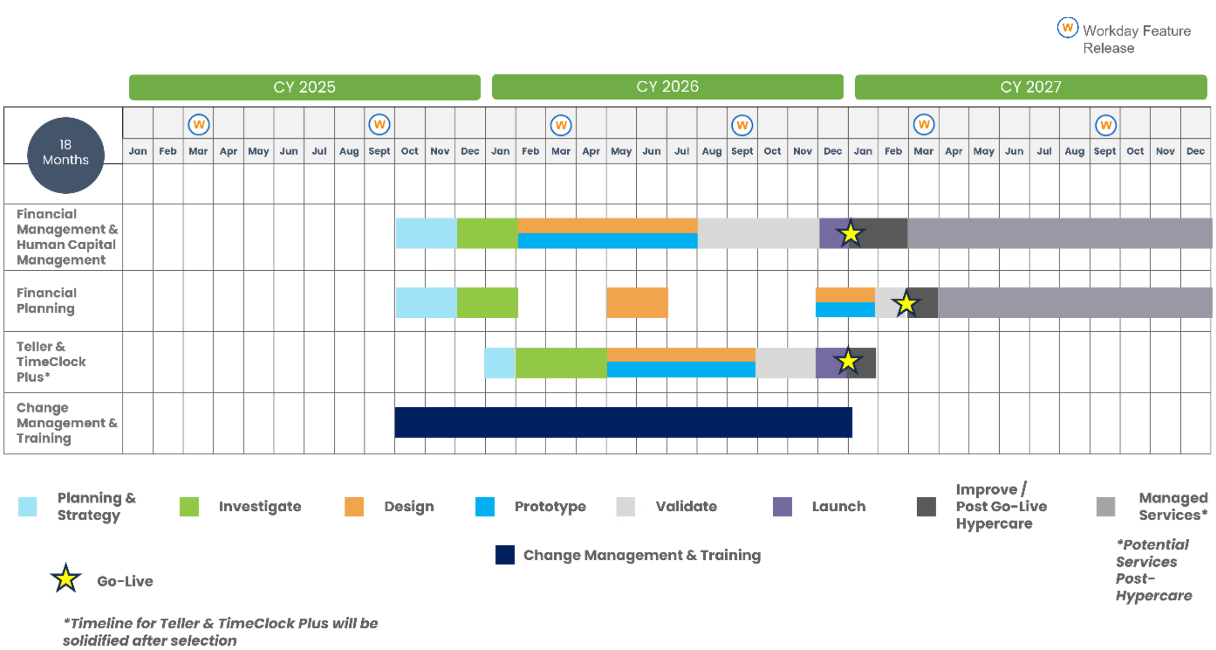
i. Proposer shall submit a proposed Project Schedule with the major milestones, activities, and timing of deliverables for the Scope of Work described in the RFP. In addition, the response should reflect Project predecessors, successors, and dependencies.

- *The City requests that the sample Project Schedule be in a Gantt chart format.*
- *The City would expect implementation to begin in October 2025.*
- *Proposer to submit as an Exhibit, a sample Project Schedule and insert in Tab 4.*

Exhibit submitted Yes X No

Below, we have included a high-level project plan that provides an overarching framework for the project. It serves as a roadmap, outlining the essential components necessary for the successful project execution of the City deployment to help stakeholders understand the project's scope, objectives, and timelines. It should be expected that our proposed deployment phase timeline and project plan may change based on information gathered during the procurement process, procurement timeline, development of the SOW, timing of key City initiatives and City resource availability.

We have included a sample gantt chart view of our project plan as an attachment to our RFP response.



II. Project Deliverables, Milestones and Payment Applications

i. Proposer to include a list of deliverables and milestones of the Project and should describe exactly how and what will be provided to meet the needs of the City.

Please see below for the activities/services to be performed by The Groove and the City.

Project Stage	Groove Services/Activities	Client Responsibilities
Investigate	▪ Assemble The Groove project team ▪ Deliver discovery templates ▪ Create integrations discovery list ▪ Create the integration tracker ▪ Conduct project planning sessions ▪ Create the project plan ▪ Conduct integration plan session ▪ Provide the data gathering templates for the foundation tenant ▪ Provide the sample data conversion and validation strategy/plan template ▪ Provide design documents ▪ Jointly schedule data conversion and architect review planning sessions ▪ Initiate process of sending requirements to third party providers ▪ Jointly schedule architect workshops ▪ Create the executive presentation for project kickoff meeting ▪ Participate and support the project kickoff meeting ▪ Work with Customer to set up the SFTP site for sharing	▪ Identify and provide project team and project Subject matter experts ▪ Identify stakeholders, sponsors, and super users ▪ Agree on timing for Steering Committee meetings ▪ Participate in planning sessions ▪ Provide input into the project plan ▪ Approve and sign-off on project plan ▪ Provide interface requirements and existing sample files ▪ Provide third party contact information and confirm third party providers agree to project timeline ▪ Provide the completed discovery templates ▪ Identify initial risks and recommendations to reduce risk ▪ Begin inventory of what is available for the communication, training, and champion activities ▪ Complete Workday training ▪ Lead project kick off meeting ▪ Establish secure file sharing site (internal) ▪ Work with The Groove to set up SFTP site for sharing

	confidential/private employee data ▪ Build foundation tenant ▪ Conduct current/future state discussions ▪ Execute benchmarking ▪ Perform data discovery ▪ Conduct reporting analysis ▪ Review technical architecture ▪ Assess organizational readiness ▪ Define roles and responsibilities ▪ Provide stage signoff document	confidential/private employee data ▪ Provide data for build of foundation tenant ▪ Jointly schedule architect workshops (SMEs planning for design) ▪ Sign off on stage
Design	▪ Manage the project plan ▪ Gather interface requirements ▪ Conduct integration architect workshops (design sessions) ▪ Provide data conversion templates/requirements ▪ Participate in weekly project meetings and steering committee meetings ▪ Conduct architect workshops ▪ Deliver the initial functional design documentation ▪ Build configuration tenant ▪ Provide exception reports/issues log from tenant build ▪ Provide validation reports and support validation efforts of configuration tenant ▪ Finalize tenant management plan ▪ Complete configuration in the configuration tenant ▪ Draft personas and journeys ▪ Create global blueprints ▪ Create task models ▪ Data alignment discussions ▪ Define training strategy ▪ Provide stage signoff document	▪ Provide input to the project plan ▪ Participate in weekly project and workstream meetings ▪ Hold steering committee meetings ▪ Identify configuration requirements ▪ Complete data gathering workbooks and submit to SFTP ▪ Review and sign-off on initial functional design documentation, ▪ SFTP site in place by vendor for integrations ▪ Participate in design sessions ▪ Develop Client assigned integration design documents ▪ Review and sign-off of integration design documents ▪ Develop data conversion strategy and plan ▪ Validation of configuration tenant build ▪ Reviewing existing reports and confirming which Workday report will meet these needs and identifying any necessary custom reports as part of the architect stage ▪ Define and document test plan and test scenarios (end to end,

		▪ user acceptance, and regression) ▪ Sign off on stage
Prototype	▪ Manage the project plan, participate in weekly project meetings and steering committee meetings ▪ Begin functional knowledge transfer process during configuration tenant unit testing ▪ Conduct customer confirmation sessions ▪ Develop The Groove assigned integrations ▪ Create Integrations operations instructions guides for The Groove 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 ▪ Contribute to updated functional design documents ▪ Advise on test scenarios ▪ Design and develop reports ▪ Develop data dictionary ▪ Begin knowledge transfer ▪ Define testing approach ▪ Implement change management plan ▪ Assess skills and training needs ▪ Discuss operating models ▪ Draft Service Delivery Model (SDM) ▪ Develop training prototypes ▪ Create initial knowledgebase materials ▪ Provide stage signoff document	▪ Participate in weekly workstream meetings ▪ Participation in customer confirmation sessions ▪ Develop Client assigned integrations ▪ Conduct unit testing of integrations ▪ Create integration operations guides ▪ Participate in functional knowledge transfer ▪ Finalize test scenarios, test scenario assignments and detailed daily test plan ▪ Complete custom reports requirements ▪ Update and sign-off on configuration/design document as a result of customer confirmation sessions ▪ Map data to Workday iLoad files ▪ Validate data loaded into Workday ▪ Review iLoad exception reports after data load ▪ Provide Worker data for end to end tenant ▪ Update data gathering workbooks for end to end tenant ▪ Sign off on stage

Validate	▪ Manage the project plan and participate in weekly project meetings ▪ Create integrations schedule recurrence tracker ▪ Provide a sample defect tracking log ▪ Deliver tenant validation reports ▪ Participate in test kickoff session ▪ Conduct unit tests ▪ Provide testing oversight and support ▪ Prepare testing participants ▪ Document defects ▪ Assess user experience ▪ Assess task/process models ▪ Realign organizations and processes ▪ Continue training development ▪ Continue knowledge transfer ▪ Provide sample deployment cutover plan ▪ Provide Workday Go Live checklist ▪ Provide stage signoff document	▪ Maintain defect tracking log ▪ Lead test kickoff session ▪ Train and prepare testers for testing ▪ Execution of all test scenarios (end to end, user acceptance and regression) ▪ Execution of performance testing (only if required by Workday) ▪ Coordinate on all tasks around latest Workday update ▪ Manage and sign-off on all test results (end to end, user acceptance and regression) ▪ Develop sub-set or supplemental scenarios for additional testing ▪ Update system configuration as required ▪ Provide cut over schedule for legacy systems ▪ Provide functioning Customer assigned interfaces ▪ Develop deployment cutover plan ▪ Complete and sign the Workday go-live checklist ▪ Sign off on stage
Launch	▪ Manage the project plan and participate in weekly project meetings ▪ Schedule and conduct final Workday delivery assurance reviews ▪ Update integration schedule and recurrences tracker ▪ Build of gold tenant ▪ Schedule integrations according to the integrations schedule recurrence tracker ▪ Schedule the transition to production support meeting with customer (held after go-live) ▪ Jointly complete the Workday go-live announcement	▪ Execute on deploy cutover plan ▪ Deliver production quality data for the gold tenant ▪ Perform/signoff on tenant validation for sandbox and production ▪ Jointly complete the Workday go-live announcement ▪ Approve and sign-off on the Workday go-live authorization ▪ Create and distribute the Workday go-live announcement ▪ Solicit feedback from champions, stakeholders, and sponsors and determine additional activities, as appropriate

	▪ Train and empower users ▪ Implement Service Delivery Model ▪ Update jobs, roles, and responsibilities ▪ Continue change management activities ▪ Assess process improvements ▪ Provide stage signoff document	▪ Continue delivering end-user training and education ▪ Begin evaluating end-user adoption and define follow-up and actions ▪ Continue delivering communications ▪ Sign off on stage
Support	▪ Continue knowledge transfer ▪ Analyze process efficiencies ▪ Analyze task models ▪ Monitor integrations ▪ Assess reporting needs ▪ Influence user adoption ▪ Provide ongoing support and training ▪ Assess user experience ▪ Prioritize enhancements ▪ Revisit strategic roadmap ▪ Provide stage signoff document	▪ Staff and manage help desk ▪ Make any updates to production ▪ Sign off on stage

ii. Proposer to submit their payment schedule, tied to the listed deliverables and milestones for review by the City. This schedule shall be consistent with the terms provided in Cost Narrative below and should not include the dollar amounts for payments, but rather the events that would trigger payments.

Exhibit submitted Yes X No **(incorporated in our response below)**

The Groove has provided a Fixed Fee price based on the information provided in the RFP. We are flexible with payment terms and or Time & Materials arrangements, if desired. In our fixed fee model, The Groove is open to discussion with the City regarding a milestone payment schedule. We can provide an option for even monthly payments throughout the 18-month planned deployment. Alternatively, we can support milestone payments based on project phases/activities. Our proposed milestone schedule would be:

- Project Commencement (10%)
- Plan Stage: Plan Signoff (10%)
- Architect Stage: Designs Signoff (20%)
- Configure Stage: Completion of Solutions Review (20%)
- Configure Stage: Delivery of P2 Tenant (15%)
- Test Stage: Completion of End-to-End Test (8%)

- Test Stage: Completion of Parallel Test (8%)
- Deploy Stage: Completion of Push to Production (Go Live) (5%)
- Post Go-Live Stage: Completion of Post Go-Live Support (5%)

III. Project Schedule Questions

Table 4-01: Project Schedule Questions

City Question	The Groove Response
1. Based on current obligations, what is the earliest you can begin implementation after contract signing?	For a project of this size and scope, we would be able to start this project 30-days after contract signing.
2. What activities would the Proposer expect to occur within the first 60 days of contract signing?	▪ Project team onboarding ▪ Completion of any WD required training by the client team ▪ Project Planning ▪ Data Conversion planning ▪ FDM sessions and workbook finalization ▪ Finalization of integration scope and initial vendor contacts ▪ Initial build of foundation tenant to prep for Design
3. How long does the typical implementation of the product being proposed take for an organization of similar size to the City?	Based on the information provided by the City, we are proposing a 15-month deployment with parallel tracks for Financial Management and Human Capital Management. The project would begin in October 2025 and go-live in January 2027.
4. What special considerations are there related to the timing of go-live activities? Does it vary based on functionality (e.g., benefits go-live being aligned with open enrollment, payroll with calendar year or quarter)?	Yes. The Ideal timelines are: ▪ HCM/Payroll Go-Live - beginning of the calendar year ▪ Financial Management – beginning of the fiscal year or fiscal quarter

IV. Projected Go-Live Dates

The City anticipates that implementation activities would begin in October 2025. The City would like to target January 2027 as a potential go-live date for financial modules, July 2027 as a go-live date for human resources and payroll modules. The City follows a January 1 – December 31 fiscal year.

Proposers are encouraged propose phasing and timelines that best align with the Proposers implementation approach.

Table 4-02: Projected Go-Live Dates

Phase	Functional Areas	Potential Start Date	Target Go-Live Date
I	**Human Capital Management & Payroll**	October 2025	January 2027
II	**Financial Management**	October 2025	January 2027
III	**Financial Planning**	November 2026	February 2027

Tab 5 – References

Instructions for References

Proposer is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being considered, which includes the provision of contact person(s) who do not have knowledge of the services provided by your firm. **Failure to submit references may result in the Proposal not being considered for evaluation.**

The City may request a more detailed list, including other governmental agencies. The City reserves the right to request or contact additional or different references from the provided customer list for consideration, including past experience with the City.

Additional references may be submitted as an attachment to show depth of client base and number of installations within the past five years. This includes clients that are currently in the process of implementing the proposed software solution.

I. Software and Professional Services References

Proposers to use the format provided in the table below for providing reference information in conformance with the guidelines in Section I. The City has a strong preference for public sector references that are using the proposed software solution, for new implementation project references and not upgrades from a previous version, and for references that have worked with the proposed system integrator/value-added reseller.

- References Numbered 1 – 5:
    - *Entity had a go-live date within the past five years*
- Reference Numbered 6:
    - *Entity had a go-live date five or more years in the past*

In the event the Proposer cannot provide the required six references, the Proposer may substitute other organizations to ensure six total references are provided, with understanding that this will be reflective in the evaluation of the Proposer. Substitute references may include those that are in the implementation process, have implemented comparable scopes of work without including all system modules, etc.

The Groove:

Table 5-01 Reference Table

Reference Table

Reference Number: **1**
Governmental Entity Name: City of Philadelphia What is the approximate staff count of the Entity? 30,000 What is the approximate population served by the Entity? 1.5M
The Groove is currently providing advisory support and deployment services for the City's Workday Financials deployment. Our team is leading and focused on several workstreams including Grants, Procurement, and Inventory.
Contact Information Address: 1400 John F Kennedy Blvd City, State, Zip: Philadelphia, PA 19107 Reference Contact Name: Kay Elmore Title: ERP Program Manager Phone No.: 980-308-5334 Email Address: Kay.Elmore@charlottenc.gov Start Date of Project: In Progress Go-Live Date: **Project Information** Vendor Project Manager/Lead for this Client: JD Allred Name and Version of software system installed: Workday Legacy software system replaced: Various Scope of Modules installed: Workday Financial Management & Procurement Model used (Hosted, On-Premise, SaaS, etc.): SaaS Is this reference still using the software? Yes X No Total Project Cost: Confidential
Reference Table
Reference Number: **2**
Governmental Entity Name: City of Charlotte What is the approximate staff count of the Entity? 30,000 What is the approximate population served by the Entity? 1.5M
The Groove is currently providing advisory support and deployment services for the City's Workday Financials deployment. Our team is leading and focused on several workstreams including Grants, Procurement, Strategic Sourcing and Inventory.
Contact Information Address: 600 East 4th St. City, State, Zip: Charlotte, NC 28202

Reference Contact Name: Joan Yiu

Title: Project Manager

Phone No.: 267-588-2936

Email Address: joan.yiu@phila.gov

Start Date of Project: In Progress

Go-Live Date:

Project Information

Vendor Project Manager/Lead for this Client: Lyn Ragel, Nancy Lee

Name and Version of software system installed: Workday

Legacy software system replaced: Infor Lawson

Scope of Modules installed: Workday Financials

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: Confidential

Reference Table
Reference Number: **3**
Governmental Entity Name: Northeastern University What is the approximate staff count of the Entity? 4,000 What is the approximate population served by the Entity? N/A
The Groove is currently providing advisory support and deployment services for Northeastern's Workday Financials deployment. Our team is leading and focused on several workstreams including developing the Workday Foundation Data Model, Financial Accounting (General Ledger), Grants, and Customer Accounts/Billing/Receivables.

Contact Information

Address: 360 Huntington Ave

City, State, Zip: Boston, MA 02115

Reference Contact Name: Alex Hui

Title: Executive Director, Research Finance Operations

Phone No.: 617-373-6504

Email Address: a.hui@northeastern.edu

Start Date of Project: In Progress

Go-Live Date:

Project Information

Vendor Project Manager/Lead for this Client: Tyler Colan

Name and Version of software system installed: Workday

Legacy software system replaced: Various

Scope of Modules installed: Workday Financials Model used (Hosted, On-Premise, SaaS, etc.): SaaS Is this reference still using the software? Yes X No Total Project Cost: Confidential
Reference Table
Reference Number: **4**
Governmental Entity Name: Pape Dawson What is the approximate staff count of the Entity? 1,300 What is the approximate population served by the Entity? N/A
The Groove is currently providing advisory support and deployment services for the Client's Workday HCM deployment.
Contact Information Address: 2000 Northwest Loop 410 City, State, Zip: San Antonio, TX 78213 Reference Contact Name: Desarea Rodriguez Title: Project Manager Phone No.: 210.375.9000 Email Address: desaraerodriguez@pape-dawson.com Start Date of Project: In Progress Go-Live Date: **Project Information** Vendor Project Manager/Lead for this Client: Jeff Muschett Name and Version of software system installed: Workday Legacy software system replaced: Various Scope of Modules installed: Workday HCM Model used (Hosted, On-Premise, SaaS, etc.): SaaS Is this reference still using the software? Yes X No Total Project Cost: Confidential
Reference Table
Reference Number: **5**
Governmental Entity Name: Global Business Consultancy Firm, Washington DC What is the approximate staff count of the Entity? 8,000 What is the approximate population served by the Entity? N/A

The Groove is providing Workday advisory and deployment services for a global business consultancy firm with more than 8,300 employees and operations in 34+ countries. The scope includes:

- Defining objectives, vision and guiding principles for the HR/business transformation work that involves Workday and other platforms
- Outline initial project plan inclusive of timeline and scope, including identifying risks and preparing risk-mitigation strategies
- Establish project governance structure, resource plan and decision-making authority
- Facilitating stakeholder engagement exercises to align on strategic goals and identify impact to each group; build personas and journey maps
- Assist in defining the future state HR operating/support model, utilizing the Workday implementation as a catalyst for adoption of best/leading practice
- Lead overall solution architecture and design for the business and future-state processes and structures in Workday/across all platforms. This includes:
    - Foundation data model design, mapping, and impact assessment – coordination with the business across all areas. FDM includes organization alignment, global security model, staffing model and job architecture.
    - Aligned to FDM, we are defining the future state of MSS and empowering the workforce to use the future-state data transparency to make informed decisions
    - Future-state workflow mapping and alignment – consolidation of disparate regional/segment-based processes today
    - Designing and modeling baseline structure across all HCM areas
- Lead technical readiness activities (data, integrations, reporting) to review the current state of data to create a strategy around data cleansing/formatting for migration, understand technical infrastructure and outline strategy, as well as inventory reports and map to Workday while also outlining enterprise reporting

Contact Information

Contact information can be provided upon down selection

Start Date of Project: In Progress

Go-Live Date:

Project Information

Vendor Project Manager/Lead for this Client: Eric Carlson

Name and Version of software system installed: Workday

Legacy software system replaced: Various

Scope of Modules installed: Workday Human Capital Management

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: Confidential

Reference Table

Reference Number: **6**
Governmental Entity Name: **Local Government Law Enforcement Agency, Florida** What is the approximate staff count of the Entity? 900 What is the approximate population served by the Entity? N/A
The Groove is providing Workday deployment support for a local government law enforcement agency with 900 employees. The scope includes lead consulting responsibilities for Core HCM, Compensation and Security as part of their initial Launch project.
Contact Information Contact information can be provided upon down selection Start Date of Project: In Progress Go-Live Date: **Project Information** Vendor Project Manager/Lead for this Client: Kim Bailey Name and Version of software system installed: Workday Legacy software system replaced: Various Scope of Modules installed: Workday HCM & Financials Model used (Hosted, On-Premise, SaaS, etc.): SaaS Is this reference still using the software? Yes X No Total Project Cost: Confidential

Workday: Workday recognizes the value of customer references and accordingly has a formal Reference Program. Due to applicable policies governing privacy and personal information in an RFP response, Workday would like to share our customer page at https://www.workday.com/en-us/customer-list.html in lieu of full references at this time. On this page, prospects can view customer lists sorted by industry as well as Workday customer stories and videos.

Upon being shortlisted, Workday will be more than happy to facilitate reference calls with similar size organizations. Below is a sample list of potential references that are similar size organizations:

Table 5-01 Reference Table

Reference Table
Reference Number: **1**
Governmental Entity Name: State of Wisconsin Investment Board What is the approximate staff count of the Entity? 300 What is the approximate population served by the Entity? N/A

Contact Information: Contact information to be provided upon down selection
Reference Table
Reference Number: **2**
Governmental Entity Name: CCITC (WI) - City of Wausau/County of Marathon What is the approximate staff count of the Entity? 1,000 What is the approximate population served by the Entity? 138,000
Contact Information: Contact information to be provided upon down selection
Reference Table
Reference Number: **3**
Governmental Entity Name: Grand Traverse County, MI What is the approximate staff count of the Entity? 500 What is the approximate population served by the Entity? 96,000
Contact Information: Contact information to be provided upon down selection
Reference Table
Reference Number: **4**
Governmental Entity Name: City of Georgetown, TX What is the approximate staff count of the Entity? 560 What is the approximate population served by the Entity? 96,000
Contact Information: Contact information to be provided upon down selection
Reference Table
Reference Number: **5**
Governmental Entity Name: City of Sarasota, FL What is the approximate staff count of the Entity? 400 What is the approximate population served by the Entity? 60,000
Contact Information: Contact information to be provided upon down selection
Reference Table
Reference Number: **6**
Governmental Entity Name: City of Kent, WA What is the approximate staff count of the Entity? 600 What is the approximate population served by the Entity? 132,000
Contact Information: Contact information to be provided upon down selection

Teller:

Table 5-01 Reference Table

Reference Table
Reference Number: **1**
Governmental Entity Name: City of Wausau, WI - Marathon County (City-County Information Technology Commission (CCITC) What is the approximate staff count of the Entity? 1,080 What is the approximate population served by the Entity? 1134,000
Teller provides real time bi-directional interfaces to Workday, Workday A/R, Passport Parking, CUSI Utility Billing, Evolve, TIPPS, Transcendent and Portfol applications. Multiple departments throughout City and County have access to Teller's easy-to-use Online Customer Portal, Image Cash Letter and Check Scanning solutions.
<u>Contact Information</u> Address: 407 Grant St District, State, Zip: Wausau, WI 54403 Reference Contact Name: Maryanne Groat Title: Finance Director Phone No.: 715-261-6645 Email Address: mgroat@ci.wausau.wi.us Start Date of Project: Dec 2021 Go-Live Date: Jan 2023 **<u>Project Information</u>** Vendor Project Manager/Lead for this Client: Noah Ardron Name and Version of software system installed: Teller 7 Legacy software system replaced: Homegrown Scope of Modules installed: Cashiering Model used (Hosted, On-Premise, SaaS, etc.): SaaS Is this reference still using the software? Yes X No Total Project Cost: $212K
Reference Table
Reference Number: **2**
Governmental Entity Name: City of Ontario, CA What is the approximate staff count of the Entity? 1,300 What is the approximate population served by the Entity? 176,000
Teller was implemented alongside the City's Workday Financial Enterprise Resource Planning (ERP) Cloud financials implementation. Teller is being utilized for real-time payment of invoices and real-time posting of other collections, as well as inter-department cash receipts via Revenue Submission. The City is further expanding their implementation of Teller with other software applications.

Contact Information

Address: 303 E. B St

District, State, Zip: Ontario, CA 91762

Reference Contact Name: Doreen Nunes Title: Finance Director

Phone No.: 909-395-2352 Email Address: dnunes@ontarioca.gov

Start Date of Project: July 2020 Go-Live Date: July 2022

Project Information

Vendor Project Manager/Lead for this Client: Jacki Daily-Malysa

Name and Version of software system installed: Teller 7

Legacy software system replaced: Homegrown

Scope of Modules installed: Cashiering

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: $135K

Reference Table

Reference Number: **3**

Governmental Entity Name: Yakima County, WA

What is the approximate staff count of the Entity? 1,150

What is the approximate population served by the Entity? 258,000

Teller was implemented to integrate with the County's Enterprise Resource Planning (ERP) Cloud financials implementation and with their Property Tax software. The Teller team provided project management, interface analysis/development, training, and go-live services for a successful implementation.

Contact Information

Address: 128 N 2nd St

District, State, Zip: Yakima County, WA 98901

Reference Contact Name: Ilene Thomson Title: Treasurer

Phone No.: 509-574-2804 Email Address: Ilene.Thomson@co.yakima.wa.us

Start Date of Project: Aug 2020 Go-Live Date: April 2022

Project Information

Vendor Project Manager/Lead for this Client: Jacki Daily-Malysa

Name and Version of software system installed: Teller 7.5

Legacy software system replaced: Cashiering in Ascend Tax

Scope of Modules installed: Cashiering Solution

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: $200K

Reference Table

Reference Number: **4**

Governmental Entity Name: City of Olympia, WA

What is the approximate staff count of the Entity? 703

What is the approximate population served by the Entity? 53,000

The system provides a comprehensive enterprise management solution that integrates Teller Cashiering, POS devices, Online Customer Portal and management reporting with Workday Financials, A/R, Counter, Back Office, and Check Scanning solutions.

Contact Information

Address: 601 4th Ave E

District, State, Zip: Olympia, WA 98501

Reference Contact Name: Shawn Ward   Title: Finance Director

Phone No.: 360-753-8069   Email Address: Sward@co.olympia.wa.us

Start Date of Project: Dec 2021   Go-Live Date: Jan 2023

Project Information

Vendor Project Manager/Lead for this Client: Noah Ardron

Name and Version of software system installed: Teller 7.5

Legacy software system replaced: Homegrown

Scope of Modules installed: Cashiering

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: $188,000

Reference Table

Reference Number: **5**

Governmental Entity Name: Bernalillo County, NM

What is the approximate staff count of the Entity? 2,500

What is the approximate population served by the Entity? 679,000

- Bernalillo County implemented Can/Am Technologies' Teller Cashiering Solution across numerous county departments with the objective of improving efficiencies within their cashiering systems. The Teller system has interfaced with Financials, Records, Property Tax, Permitting and the County bank for Image Cash Letters.

Contact Information

Address: 415 Silver Ave. SW

District, State, Zip: Albuquerque, NM 87102

Reference Contact Name: Ryan Travelstead Title: Deputy Treasurer

Phone No.: 505-448-8354 Email Address: rtravelstead@bernco.gov

Start Date of Project: Sept 2020 Go-Live Date: July 2021

Project Information

Vendor Project Manager/Lead for this Client: Jackie Daily-Malysa

Name and Version of software system installed: Teller 7.5

Legacy software system replaced: Homegrown/Manual

Scope of Modules installed: Cashiering Module

Model used (Hosted, On-Premise, SaaS, etc.): SaaS

Is this reference still using the software? Yes X No

Total Project Cost: $210K

"Implementing Teller has allowed our office to centralize payment acceptance across multiple departments using multiple systems. The Teller implementation team was very knowledgeable, engaging, and offered creative solutions to allow us to achieve the centralization. Our questions were regularly answered with "Yes, we can do that. What do you think about this idea…". Their ideas were often the option that was chosen. Teller is easy to use and simple to administer and since Teller is web-based it has offered us flexibility to accept payments off-site when the need arises."

Ryan Travelstead

Deputy Treasurer

Reference Table
Reference Number: **6**
Governmental Entity Name: Hamilton County, IN What is the approximate staff count of the Entity? 1,950 What is the approximate population served by the Entity? 333,000
Teller Cashiering 6.7, 50 users, POSSE (Permitting and Licensing) Integration, ProperTax Integration, Financials Integration, Image Cash Letter, NIC Credit Integration. Teller was implemented for the Hamilton County Treasurer department, alongside the implementation of the County's new Tax Billing application. Teller was integrated into the new system immediately, and utilized for walk-up payments, mail-in payments, and batch payment loads from the County's LockBox vendor. The project was a success for all parties, paving the way for expansion of Teller across the County and implementation of new Teller modules.

Contact Information

Address: 1 Hamilton County Square

District, State, Zip: Noblesville, IN 46060
Reference Contact Name: Tony Baccam   Title: Applications Manager
Phone No.: 317-770-8828   Email Address: Tony.baccam@hamiltoncounty.in.gov
Start Date of Project: Dec 2009   Go-Live Date: April 2010
Project Information
Vendor Project Manager/Lead for this Client: Josh Langemann
Name and Version of software system installed: Teller 6.7
Legacy software system replaced: Cashiering in MVP Tax Software
Scope of Modules installed: Cashiering
Model used (Hosted, On-Premise, SaaS, etc.): On-premise
Is this reference still using the software? Yes X   No
Total Project Cost: $125K

Contract Termination/Non-Renewal

Provide a summary of any contracts/license agreements/hosted subscriptions that the customer provided notice of cancellation to your firm, with or without cause, or elected to not renew in the past five years as it relates to the software solution proposed. The summary shall state the name of the customer, summary of the contract, term of the contract and reason for cancellation or non-renewal. If none, state as such.

Submitted as an Exhibit ☐ or **Response provided as:**

The Groove: The Groove has not had any contracts terminated in the past five years.

Workday: Workday is a publicly traded company and is not permitted to provide material information of this nature to any one customer or prospect that has not also been provided to the public. Workday has engaged with several entities (both public sector and commercial) for the purchase of Workday products and services. The reason behind these entities' decision to renew or not is not typically known to Workday nor do we believe it is necessarily indicative of our past or future ability to provide products and services in line with our Main Subscription Agreement (inclusive of our Documentation, Security policies, Data processing obligations and SLA).

Litigation

Provide a summary of any litigation filed against the Proposer in the past seven years, which is related to the services that Proposer provides in the regular course of business. The summary

shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved.
If none, state as such.

Submitted as Attachment ☐ or **Type/Provide Response here:**

The Groove: The Groove has not been involved in any litigation in the past 7 years.

Workday: From time to time, we are or may be involved in various legal proceedings arising from the normal course of business. As a publicly traded company, we cannot provide information of this nature to any one customer or prospective customer that is not also provided to the general public. We are not presently a party to any litigation the outcome of which we believe, if determined adversely to us, would individually or taken together have a material adverse effect on our business, operating results, cash flows, or financial condition. Any litigation considered material will be disclosed through Workday's standard reports as provided to the Securities and Exchange Commission.

Tab 6 – Cost Narrative

Proposer to submit and complete the Cost Worksheets as contained in Attachment C**.** Proposers shall not modify the worksheets in any way. The City understands that there will be potentially four primary types of costs associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs.

The below statements are provided to further guide the Proposer on how to fill out the cost worksheets.

I. Part I: Cost Worksheets

Proposer to submit and complete the Cost Worksheets as contained in **Attachment C1.** Proposers shall not modify the worksheets in any way. The City understands that there will be potentially four primary types of costs associated with procuring a new system: software licensing, implementation services, annual maintenance costs, and annual subscription costs.

The below statements are provided to further guide the Proposer on how to fill out the cost worksheets.

a. **Software Licensing Cost:** Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Proposer shall:
    - Explain all factors that could affect licensing fees in the Vendor Notes field of **Attachment C1.**
    - To the extent possible, the Proposer shall show any applicable discounts separately from the prices for products and Services.

b. **Implementation Services Cost:** Implementation service costs typically include all costs related to professional services (including general implementation, project management, configuration, and other professional services), data conversion, customization, and training. It is important to note the following:
    - In the event the product or service is provided at no additional cost, the item should be noted as "No charge."
    - In the event the product or service is not being included in the Proposal, the item should be noted as "No bid."

- Proposer shall make clear the basis of calculation for all fees and costs.
- All estimated travel expenses and related out-of-pocket costs must be included as a separate line item in **Attachment C1** on a not-to-exceed basis. The City shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the City's control. Travel expenses will be paid as incurred on a monthly basis.

c. **Annual Maintenance Cost:** Annual maintenance costs include the annual maintenance and support fees for the application environment. **The City expects software maintenance costs will not increase in the first five (5) years upon go-live operation and will increase by no more than 3% annually thereafter, and that maintenance costs will not be payable until after go-live sign-off.** Unless a standard offering or otherwise included in scope of the Proposal, Proposers shall list any disaster recovery, enhanced support, or annual hosting server upgrade or other costs as optional.

d. **Ongoing Software Subscription Cost (If SaaS Deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. The City expects to pre-negotiate any rates of increase in these costs in the first 10 years. **The City expects annual subscription costs will not increase in the first five (5) years upon go-live operation, and will increase by no more than 3% annually thereafter.**

Part II: Travel and Expense Exhibit

Proposer to submit a travel and expense policy that will apply for the duration of the Project up to final payment and for the future as it relates to any renewal terms. The City requests that vendors traveling to perform onsite services stay in lodging accommodations within City limits. The City expects that vendors do not charge professional services rates for time spent in connection with traveling to and from the City to perform services.

Confirm Exhibit attached in Price Proposal:

The Groove: Confirmed. Please see the Groove Expense policy below in Exhibit A.

Part III: Payment and Retainage Terms

Proposer to submit a brief statement of agreement with the payment and retainage terms identified herein for each Cost Worksheet submitted. If a Proposer does not agree with all items, a description should be provided for those items for which an exception is taken.

Proposer confirms that the RFP proposal is submitted in compliance with the payment and retainage terms provided below in Part III.b.iii, Payment and Retainage Terms.

Brief Statement:

The Groove: The Groove has provided a Fixed Fee price based on the information provided in the RFP. We are flexible with payment terms and or Time & Materials arrangements, if desired. We look forward to further discussions in the next steps of the procurement process.

The City requests that the following Payment and Retainage Terms be utilized for the City's Project:

a. **Software Licensing:** Use of an acceptance-based payment schedule for software licensing.

   i. *Potential milestones including system deployment, Phase Kickoff, Initial Module/System Configuration, Approval of Phase Go-Live, and Acceptance of System. The City expects that licensing for any software modules will not be payable until the associated project phase for that module begins. For example, if Module X were a part of a potential Phase II to the project, the City would expect to have payment milestones for Module X begin with the phase kickoff for Phase II.*

   ii. *Proposer shall fully describe their proposed milestone-based payment schedule for software licensing as part of their Price Proposal.*

Brief Statement:

Workday: Workday is a true multi-tenant SaaS solution. Our approach is dramatically different then legacy ERP solutions. We provide access to multiple tenants (instances of the Workday application for production, test, training, etc.) shortly after signing your Workday contract and immediate access to other aspects of the Workday service, including but not limited to software updates as they become available.

Because of the costs associated with a true SaaS model, Workday needs to take exception to acceptance and milestone payments. However, in lieu of milestone payments, Workday has included a ramped payment schedule for the first few years of the contract to align with a typical project roll out. We are happy to discuss in more detail at the City's request.

Also, your payment schedule for Workday Subscription fees includes an Innovation Index of 2% for the term of the contract; the Innovation Index is a fixed annual rate of increase in Subscription Fees based on improved service functionality and performance that is a result of Workday's efforts and investment in product development and infrastructure. This fee is represented in our pricing proposal and will be locked for the duration of your contract term (up to 10 years).

b. **Implementation Services Cost:** Implementation service costs typically include all costs related to implementation, configuration, data conversion, customization, and training.

   i. *The City prefers that implementation service costs be proposed as "not-to-exceed" amounts and that the City will be charged for Services as incurred up to the not-to-exceed amounts. Establishment of a not-to-exceed amount does not obligate the City to expend the full amount.*

   ii. *The City prefers that services be invoiced on a deliverable, phased, or milestone basis.*

   iii. *The City prefers that twenty percent (20%) of each invoice for the implementation service costs will be retained (as a "holdback") until successful completion, and the City's written acceptance, of the Project.*

Brief Statement:

The Groove: The Groove has provided a Fixed Fee price, based on the information provided in the RFP. We are agreeable to invoicing on a milestone/deliverable basis, as well as open to discussing options for a retainage percent of each invoice, which will be held until the successful completion of the project.

c. **Annual Maintenance Cost:** The City expectation is that it will not pay maintenance fees on functional areas being implemented nor will the annual maintenance period begin until formal City acceptance has been provided to approve live processing for the associated Project phase. For example, the annual maintenance fees associated with the purchasing module will be paid upon City acceptance of the Project phase associated with the purchasing module.

Brief Statement:

Workday: Not Applicable to Workday. Updates and maintenance are included in the annual subscription fee.

d. **Ongoing Software Subscription Cost (If SaaS Deployment):** Ongoing software subscription costs include the annual payments for access to the software, hosting costs, backup costs, and potentially disaster recovery provisions. The City expects that subscription costs for software modules will not be payable until the associated project phase for that module begins. For example, if payroll were a part of a potential Phase II to the project, the City would expect to have payment for the payroll module begin with the phase kickoff for Phase II. The City expects to pre-negotiate any rates of increase in these costs in the first 10 years.

Brief Statement:

Workday: Workdays annual subscription cost includes software, hosting, backups, disaster recovery, and much more.

As stated earlier, Workday's multi-tenant modern cloud model is different than legacy ERP solutions. You will have access to the Workday service shortly after signing and will be required to pay the proposed first year annual cost at that time. While we cannot accept retainage terms, Workday is ramping our subscription price over the first few years to align your expected deployment. Additional details can be provided upon being short listed. Our 2% annual innovation index included in your proposal will be locked for the duration of the contract term (quoted as a 10 year contract).'

We welcome the opportunity to discuss how our delivery model benefits our customers and the value they receive during the deployment.

Narrative Description of Price Proposal

Proposers are encouraged to include a narrative description of the proposed costs, including, at a minimum the following:

a. Any optional services/offerings for professional services

Brief Statement:

The Groove: The Groove currently employs a growing team of highly experienced and deeply skilled senior resources and is growing rapidly. Our resources have a mixture of deep industry and software applications experience, with an average of 16 years of experience in the management and implementation of information technology (IT) solutions and over 9 years specifically deploying Workday.

Our team leverages its advisory, deployment, and post-production experience and technical capabilities to enable long-term business outcomes for our clients. These outcomes take many shapes to include areas such as Strategic Vision, Operational Excellence, Organizational Readiness, and Business Execution, to name a few.

At The Groove, we believe in a collaborative approach to strategic planning and operational excellence. Our methodology involves thorough research, project readiness, robust communication, and precise execution to enable attainment of your organizational goals. Our team engages with key stakeholders to understand their organization's vision, mission, and objectives, and then conducts an in-depth analysis of your technological landscape, operational efficiencies, as well as your data architecture and system maintenance requirements.

Services we provide

Advisory Services	Business Application Services	Application Management Services
▪ Alignment Workshops ▪ Benchmarking & Success Metrics ▪ Change Management ▪ Cloud & Data Strategy ▪ Data Governance ▪ Employee Enablement ▪ Intelligent AI Enablement ▪ Readiness Assessment & Planning ▪ Technical Assessments	▪ Data Intelligence Platforms ▪ Enterprise Resource Planning ▪ Financial Management ▪ Generative AI Applications ▪ Human Capital Management ▪ M&A Integration ▪ Student Information System	• Business Intelligence Support • Data Migration Services • New Module Deployment • Post-Production Services • Service Delivery Model • Upgrade Management • User Adoption & Support

Our goal is to partner with our clients to define strategies that meet their overall objectives, offering services that span from initial advisory to program rollout and long-term support.

b. Any discounts that have been offered

Brief Statement:

The Groove: The Groove will make an investment into the City's project and has applied 32% discount from our standard rates which is reflected in Attachment C1.

Workday: Workday SaaS pricing is ramped to align with your anticipated project deployment. Discounts are included in the bundled subscription price and based employee counts provided in the RFP. More details can be provided upon down selection.

c. Any additional service offerings that may be out of scope, but may be available on an optional basis to serve to shift some of the implementation work effort from the City to the vendor during implementation.

Brief Statement:

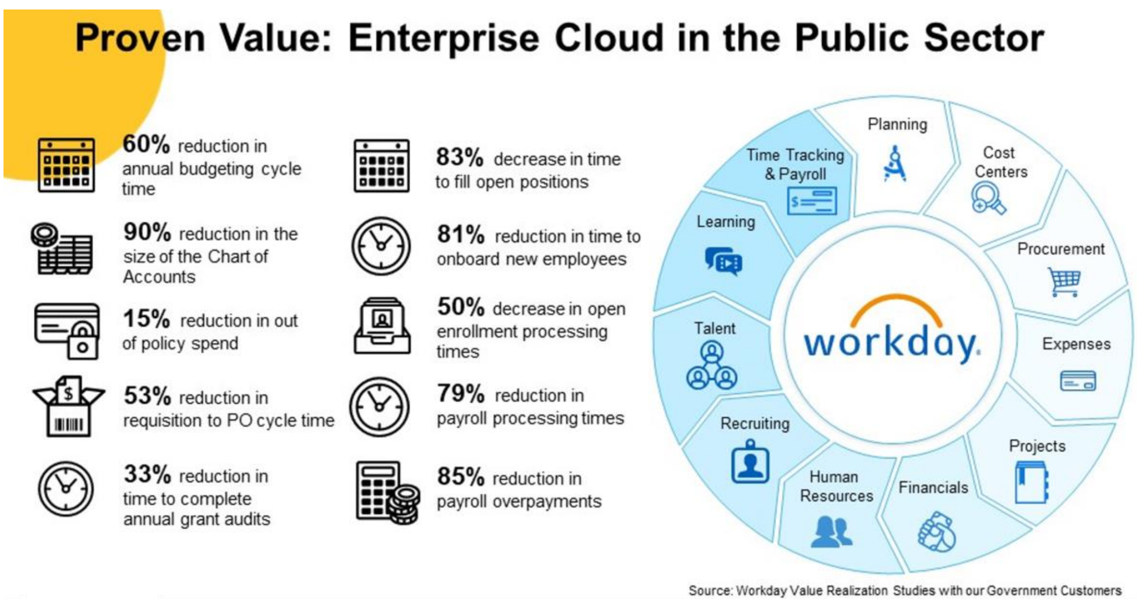
The Groove: The Groove has several opportunities to assist the City in shifting work during the implementation. We welcome these discussions in the next phase of the procurement process as we learn more about the City's needs.

d. Any projected or anticipated cost savings or cost avoidance considerations related to the proposed software and services (savings in City staff time, savings in ongoing hardware acquisition/maintenance costs, etc.)

Brief Statement:

Workday:

Business Effectiveness



Workday customer results show significant financial benefits in terms of total cost of ownership and HR & payroll efficiency and lead to:

- Greater visibility into the total cost of labor, enabling more cost-effective decisions
- Improved strategic agility, enabling faster execution of restructuring initiatives
- An increase in employee engagement, resulting in greater productivity and lower hiring expenses

HR Efficiency - One to two years after go-live, customers conservatively experience 10-25%+ efficiency improvements in human resources and USA payroll, depending on the sophistication of existing systems, their service delivery model and their organization structure. These efficiencies generally come from business process automation, employee/manager self-service and ease of reporting.

Payroll Efficiency - Soon after go-live, customers typically experience a 10-25%+ improvement in the payroll staffing efficiency ratio (employees per payroll FTE) depending on the level of automation in legacy payroll systems. These efficiencies arise from having one unified system, intuitive employee self-service, and automated auditing processes.

HR IT Support & HRIS Efficiencies - When customers replace an existing HR and/or payroll system with Workday, they typically experience significant HRIS improvements due to Workday taking the service off-premise, leveraging configuration and not customization, easy-to-use reporting tools, and our agile business process framework. ROI studies with Workday customers have shown the following benefits within 1-3 years after go-live:

- 10-50% improvement in HRIS (based on employee ratios)
- 70-90% improvement in the time to create reports
- 20-50% reduction in the cost of integration

Links to Government Success Stories with Proven Results

These links to government specific stories and brief summaries of results are great examples of how a modern cloud solution creates efficiencies and frees time to better serve the public.

Tulsa County - https://bit.ly/TulsaonWorkday

- 50 Percent decrease in payroll pricing time
- Saved 100,000 pieces of paper from HR & Finance Processes
- Cut report generation time from days to on-demand

City and County of Denver - https://bit.ly/Denvermovesfaster

- Reduced technology debt
- Payroll processing time now 25% fasters
- Depreciation processing time dropped by 90 percent

City of Baltimore - https://bit.ly/baltimorereimagined

- Saved 2.5 million in IT Costs
- 370,000 pieces of paper removed

- 40 agencies standardized operations

City of Akron - https://bit.ly/AkronStrongerwithWD

- Increased utilization rate and collaboration
- Increased real-time data for better decisions
- Empowered managers to get the information

e. A description of any future upgrade costs, including upgrades to hardware, software, and related professional services costs (such as training, configuration, and other anticipated services costs related to upgrades in the future)

Brief Statement:

Workday:

Workday provides customers with a flexible solution in a secured Software as a Service environment. This means that all associated costs for hardware, database, upgrades, updates, and maintenance is included as part of the annual subscription fee. This deployment methodology has proved **more cost effective and provides a quicker time to benefit** than on premise models or other subscription models.

Workday's subscription fees include 200+ dashboard reports, business processes, system wide security and data encryption and much more out of the box. This will allow your organization to fast track implementation to months, and lower project risk by leveraging proven best practices. Additionally, weekly invisible software updates and bi-annual software releases are included in the fees within the term of the contract, **lowering total cost of ownership over the full cost of the project.**

What Workday Manages for you:

- Upgrades
- Patches
- Availability
- Backup
- Network
- Storage
- Operating system
- Database
- Integration
- Provisioning
- Security

- Data center
- Disaster recovery
- System maintenance
- Performance tuning

What you will get that differentiates Workday:

- Newest innovations
- Immediate upgrades
- Packaged integrations
- Lower operating costs
- Better service levels
- Comprehensive security

  f. A description of the estimated travel costs, including the number of trips, average duration of trips and number of staff included per trip, average cost per trip, and whether seasonality in pricing has been considered in the travel estimate.

Brief Statement:

The Groove: The Groove recommends budgeting 5-7% of total deployment costs for any travel expenses. Historically we have run at or below 5%. This percentage is reflected in our price proposal as a part of Attachment C1.

The Groove is committed to meeting the needs of the City. With that our dedicated Engagement Manager along with the City's Project Manager will work together to plan and coordinate what percentage of on-site/off-site works best for the City.

  g. Other topics or statements related to the price proposal that the Proposer feels will help the City better understand the pricing structure or key differentiators for the proposed products and services

Brief Statement:

The Groove: The services, labor estimates, and pricing presented in this proposal response are dependent upon the following assumptions being true:

- Contract award date is in September 2025, and the City is prepared to begin the project in early October 2025.
- Our pricing is presented based on a fixed-fee, milestone-based calculation model. We are open to a discussion of pricing on a time and materials basis, if preferred by the City.
- The proposed deployment phase timeline and project plan may change based on information gathered during the procurement process, procurement timeline,

development of the SOW, timing of key City initiatives and City resource availability. If there are changes in the timeline or project plan, there may be a cost impact.

- Client will have the necessary project SMEs, executive management, functional leads, and technical lead resource support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- The schedule assumes Workday Fundamentals training has been completed by Client before the start of the Design stage.
- Client will lead the coordination with any Client's third-party vendor involvement required to complete the Services. Client understands that some of their third-party vendors may charge fees for the completion of Services and such fees are the sole responsibility of Client. Client understands that third-party vendors could impact the Timeline.
- Inbound integrations are scoped using Workday standard fields. Custom fields are not included in scope.
- Client will use The Groove provided central repository solution for non-sensitive project document sharing.
- Client will use The Groove provided SFTP (Secure File Transfer Protocol) site for the secure exchange of sensitive Client employee data with The Groove project team.
- Client will perform any necessary clean-up of data that will be loaded into Workday prior to the data being imported to Workday before each tenant load.
- All Travel and Expenses will be pre-approved by the Client and billed as actuals per the terms of the MSA and SOW.

Workday Response:

Workday is a Trusted Partner to our Public Sector customers: Our customers are at the heart of everything we do and ensuring that our customers are successful is a core focus of every employee at Workday. The result of that focus is benefits only Workday can provide to customers including an unmatched user experience, engaged community, transparent and predictable cost model along with industry leading SLA's that include a performance SLA unheard of in the industry.

Workday has an unmatched user experience including a best- in-class digital & mobile experience that is the same engaging experience across every device. Workday consistently records high adoption rates by customers with high ratings on the app stores. User Experience updates are seamless and do not require complex migration projects because changes in Workday are immediately applied once the customers opt-in and does not impact existing configurations, workflows or reports.

Workday Community has over 1 million visits per month and an engaged community where members are highly active and collaborative. Competing vendors will talk about their customer communities, but because their customers are not on the same version of the product, they are limited on collaborating and sharing solutions with each other. Workday customers can share configurations, reports, business process definitions and integrations via Workday Community. Customers can also download and validate these contributed solutions in their sandbox environments before deploying in production. This capability helps reduce the cost of ownership because everyone helps each other out.

Workday has a transparent and predictable cost model that helps plan for tomorrow with a clear understanding of the total cost of ownership and no hidden costs that can surface after the project begins. Other vendors typically have hidden costs driven by the separate solutions they stitched together that include costs for test sites, integration cloud services, analytics clouds, data masking services, virtual private networks, storage and a host of other services that add extra costs.

Included with Workday SaaS subscriptions:

Item
Upgrades and Updates
Ongoing Software Maintenance
Defect Fixes
Regulation Compliance Updates
Embedded Business Intelligence ▪ Configurable Analytics ▪ Real-time, Drillable and Actionable ▪ Always Available (including mobile) ▪ Easy Integration with Acrobat, Excel and Web Services options
Embedded Business Process (Workflow) Engine ▪ Configure and optimize business workflows ▪ Establish control, visibility, and compliance
Portals for Employee Self Service and Management Self Service User Interface Management
Integration Cloud Platform Enterprise Interface Builder
Mobile Solutions ▪ Workday for iPad

▪ Workday for iPhone ▪ Mobile support for other platforms
Workday SaaS Provides Traditional Infrastructure Management ▪ Software ▪ Upgrades ▪ Maintenance ▪ Backup ▪ Integrations ▪ Storage ▪ Operating system ▪ Database ▪ Provisioning ▪ Security ▪ Data center ▪ Disaster recovery ▪ 3-5 tenants during deployment ▪ 3 tenants during the run (production, sandbox, preview sandbox)

Exhibit A: Groove Expense Policy (Proposed)

8 Expense Policy

8.1 Submission of Expense Reports

All expense reports and receipts need to be entered into the current system of record (FreshBooks or Workday) prior to the 15th and the last day of each month.

To request reimbursement, all authorized travel must be properly itemized and assigned to the correct project on the expense report. Expense reports lacking required documentation shall be returned to the employee without reimbursement and may be resubmitted later. Expenses submitted beyond forty-five (45) calendar days of expenditure may result in delay of reimbursement, non-reimbursement, or other consequences in accordance with and subject to applicable law.

Employees will not need to submit receipts for activities under $75, except for meal receipts over $60 or gifts of any amount; however, some clients may require receipts for items or activities under $75. Please familiarize yourself with the client's expense reporting requirements and include original receipts when applicable. Questions on the policy should be directed to the relevant Engagement Manager. Items or activities requiring receipts will not be reimbursed without receipts. A receipt must be the original and must include sufficient information to establish the amount, date, location and the essential character of the expenditure. Credit card statements are not considered adequate support, except for restaurant expenses, if they do not detail the nature of the expenditure.

Employees are responsible for any delinquent charges incurred due to a late expense report.

8.2 Travel Arrangements

It is important that our employees make a conscious effort to select travel options that are reasonable in cost. Employees will need to plan as far in advance as possible to take advantage of early purchase discounts. Always check with your client to understand if they have any preferred pricing with hotels

near their offices. In addition, please use your AAA card or any other discount programs that you may have to lower the hotel rate. Upgrade cost relating to flight, car rental and/or room type is solely at the employee's expense.

All employees share responsibility for use of good business judgment when transacting the Company's business. Please be sure to read the fine text before booking. Change fees relating to flight and/or hotel reservations must receive prior approval from your Engagement Manager. Employees will be held responsible for incurred costs relating to unapproved change fees. Employees who need to cancel a flight due to personal reasons/emergency and have taken appropriate actions (for example, recoup cost from airline or booking platform), the Company will cover the costs. If a credit is received for a canceled flight, employees will have to apply the credit to future The Groove travel.

Frequent traveler program benefits may be retained by employees. Membership fees associated with these programs must be paid by the employee and are not reimbursable.

8.3 Air Travel

Air travel for business is to be well-planned and scheduled as far in advance as the business purpose will allow.

- Any roundtrip ticket costing over $750.00 USD must be pre-approved by the employee's manager or Project Manager in writing or via email before the purchase is made. The approval email will need to be uploaded to the expense report along with the receipt. Any expense reports missing this approval will be sent back. Expense reports including this ticket will route to the employee's manager's manager for approval after being approved by the manager or Project Manager.
- All business air travel must be purchased for economy class.

- If you do not take a flight, you must cancel and reserve any credit available for future flights, or you will be required to reimburse the equivalent amount.
- Use of personal mileage rewards for travel does not qualify as a reimbursable expense.
- On-flight Wi-Fi charges can be expensed if work is being performed for a client or a client pursuit.

8.4 Hotel Accommodations

Employees should work with their Engagement Manager, when relevant, to understand which hotel(s) to book. Employees need to understand any client requirements (i.e. maximum daily rate, client rate, etc) when booking hotels. For internal travel, employees should use reasonable judgment (3-4 star hotels and best rate/location)

- Employees should book standard or corporate room rates only, unless larger rooms are required for corporate events.
- Employees are responsible for contacting the hotel directly when canceling a reservation to prevent no-show charges. Such charges will not be reimbursed.
- Room tax may be combined with the daily room rate on the expense report.
- This expense report will route to the employee's manager's manager for approval, once approved by the Project Manager or manager.

8.5 Mileage

Employees will be reimbursed for business usage of personal cars at a standard mileage rate established by the IRS in effect at the time of travel (please visit this link to locate the current rate). If traveling to a local client site, training event, or recruitment fair, employees may receive reimbursement for any distance further than their office commute. On a business trip, to be reimbursed for mileage, employees must provide the following on their expense report:

- Purpose of the trip
- Date and location
- Receipts for tolls and parking
- Distance in miles

Employees are ineligible for mileage reimbursement when renting a vehicle. Employees will receive reimbursement for the cost of the car rental and gas to and from the client site, provided receipts are submitted.

8.6 Public Transit, Rideshare, and Rental Cars

The Groove employees are encouraged to utilize good business sense when traveling and using company resources. In cities with high-quality public transit systems, we recommend using these systems. In other instances, a taxi or rideshare program may be your best option.

Rideshare upgraded fares/services will not be reimbursed by the Company. These upgrades may include UberSelect, UberBlack, Lyft Lux, and Lyft Black. In all instances, reasonable judgment should be exercised to reduce costs. For example, three (3) employees traveling together with luggage should book an UberXL as a group rather than booking three (3) separate vehicles.

A vehicle may be rented when renting would be more cost effective or efficient than other means of commercial transportation, such as using a taxi, rideshare, or taking public transportation. Advance reservations should be made whenever possible, and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip.

Employees are ineligible for mileage reimbursement when renting a vehicle. Employees will receive reimbursement for the cost of the car rental and gas to and from the client site, provided receipts are submitted.

8.6 Public Transit, Rideshare, and Rental Cars

The Groove employees are encouraged to utilize good business sense when traveling and using company resources. In cities with high-quality public transit systems, we recommend using these systems. In other instances, a taxi or rideshare program may be your best option. Rideshare upgraded fares/services will not be reimbursed by the Company. These upgrades may include UberSelect, UberBlack, Lyft Lux, and Lyft Black. In all instances, reasonable judgment should be exercised to reduce costs. For example, three (3) employees traveling together with luggage should book an UberXL as a group rather than booking three (3) separate vehicles.

A vehicle may be rented when renting would be more cost effective or efficient than other means of commercial transportation, such as using a taxi, rideshare, or taking public transportation. Advance reservations should be made whenever possible, and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip.

8.7 Automobile Accidents

The following procedure should be followed when involved in an automobile accident in a rental car while on company business:

- Exchange information with the other party.
- Notify the car rental company and complete required paperwork.
- Complete any paperwork required by local or state police department.

- Obtain copies of all paperwork (copy of policy report, rental agreement, and information about the other party).
- Notify People Services immediately following the accident.

8.8 Meals

Employees are allowed to expense reasonable meal costs while traveling for work. This is a per-receipt reimbursement, not a per-diem. Employees should follow the client's per-diem or per-meal allowance. When this is not available, employees should follow the GSA/CONUS guidelines on a per-meal basis.

Tab 7 – Sample Contracts, Warranty, and Escrow

Sample Contracts for Each License Model Proposed

As an Exhibit to Tab 6, Proposer to provide their sample contract(s) that would be used as basis for developing:

i. The software licensing agreement (if applicable)
ii. The recurring maintenance agreement (if applicable)
iii. The software subscription agreement (if applicable)
iv. The professional services agreement (if applicable)
v. The data privacy agreement (if applicable)
vi. Any other agreements (service level agreement, escrow, etc.) as applicable

Exhibit submitted **Yes** **X** No

Please see the following attachments: Exhibit to Tab 7 Groove Sample MSA, Exhibit to Tab 7 Workday_Iron Brick Sample MSA, and Exhibit to Tab 7 Teller SaaS Agreement. As an existing customer, we assume the City has the MSA for TimeClock Plus.

Proposer to describe the overall contract structure, including how (if any) MOUs or other inter-party agreements between sub-contractors would be structured:

Workday: To simplify the contract process, our proposal assumes the City of Superior would leverage Iron Brick (a reseller), as the primary contracting partner for our proposed software components, Workday and Can/Am (Teller). As an existing TimeClock Plus Customer, the assumption is that you would leverage your existing contract with them to purchase Aladtec for public safety scheduling. We expect that the City will contract with The Groove separately; although we can discuss the ability to consolidate all contracts under Iron Brick.

Are the proposed software/services available for purchase through any existing cooperative purchasing agreements or pre-competed contracting vehicles (e.g., Omnia Partners, NASPO ValuePoint, Sourcewell, etc.)?

Workday: To simplify the contract process, our proposal assumes the City of Superior would leverage Iron Brick (a reseller), as the primary contracting partner for our proposed software components, Workday and Can/Am (Teller). As an existing TimeClock Plus Customer, the assumption is that you would leverage your existing contract with them to purchase Aladtec for public safety scheduling. We expect that the City will contract with The Groove separately; although we can discuss the ability to consolidate all contracts under Iron Brick.

Iron Brick's primary mission is to help public sector organizations acquire complex ERP solutions through simple, efficient, and compliant acquisition cycles. Iron Brick is an authorized reseller of Workday and is submitting Workday pricing to address your RFP requirements. The pricing included reflects pricing only applicable through contracting with Iron Brick Associates, LLC. Iron Brick respectfully proposes that the terms and conditions of Iron Brick's pre-negotiated Omnia Contract be used to procure the Workday solution contained herein.

Region 14 ESC - TX

Contract Number: 159124

Initial Term: February 1, 2025 through January 31, 2028

Renewal Options: Option to renew for two (2) additional one-year periods through January 31, 2030.

IronBrick | OMNIA Partners | Contract Documents

Third-Party License Agreements

As an Exhibit to Tab 6, Proposer to provide any third-party license agreements that would be separate from the Proposers license agreement, i.e., Adobe or other partner/third-party modules proposed.

Exhibit submitted   Yes X   No

Workday: See attached Exhibit to Tab 7 Third-Party License Agreements.

Warranty

A comprehensive warranty in form and content satisfactory to the City is sought by the City for all software and implementation services covered by this RFP. The entire system solution as proposed in this RFP must include a first-year warranty (for Proposer-supplied hardware and software) to conform to contractually agreed specifications, and to protect against any defects or damage caused by Manufacturer, Proposer, or subcontractors, in the systems' equipment or software. The year-one warranty will begin (for products accepted in phases) at the point that the system is officially accepted by the City. All repairs made under warranty will be at the sole expense of the Proposer (or Manufacturer), including parts, software, labor, travel expenses, meals, lodging and any other costs associated with the repair.

Proposer to provide as an Exhibit to Tab 6 or submit below a detailed explanation of their Warranty provisions. Proposer to be explicit in when the warranty period expires and when the fees for maintenance will start and be invoiced.

Attached as an Exhibit:_______or **detailed below as:**

The Groove: Please see below for our standard warranty clause.

Warranty: The Groove warrants that services contracted will be provided in a professional and workmanlike manner. Customer must notify The Groove of any warranty deficiencies within 30 days from performance of the Services described in the SOW document. For any breach of the warranty, Customer's exclusive remedy, and The Groove's entire liability, shall be the re-performance of the deficient services in a timely manner, and if The Groove cannot correct a breach or a performance failure in a commercially reasonable manner, Customer may terminate the relevant services and The Groove will refund the fees paid by Customer for the specific deficient services in question.

Workday: Workday provides an ongoing warranty for the duration of your subscription that the SaaS solution will materially perform in accordance with the Workday Documentation. Please review Section 6 of the Main Subscription Agreement that lists the additional warranties Workday provides. Workday limits our warranties to those listed in this Section.

Tab 8 – Exceptions to Project Scope and Contract Terms

The City reserves the right to disallow exceptions it finds are not in the best interests of the City. Any and all exceptions must be identified and fully explained in the submitted Proposal. It is the City's intention to be made aware of any exceptions to terms or conditions prior to contract negotiations.

Note: Deviations to the payment and retainage schedule to be provided in the Price Proposal. Deviations to functionality to be provided in Tab 8 (Attachment B).

Deviations to Scope of Work

I. *The Proposer to identify and describe any exceptions/deviations to the Scope of Work and identify their impact to the City, including, but not limited to workarounds; reductions in performance; capacity; flexibility; accuracy; and ultimately, cost and value.*

None noted.

II. *Proposer to identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed an unwise or unwarranted approach.*

None noted.

Deviations/Exceptions to RFP Terms and Conditions as Proposed by the City

As an Exhibit to Tab 8, Proposer to provide any deviations or exceptions to the language proposed by the City in the RFP. Each item to be listed along with the requested alternative language for review by the City.

If no deviations taken, state as such. Substantive exceptions to the City's terms, submitted after the date and time established for the submittal of Proposals, will not be considered.

No deviations taken: ☐ Exhibit submitted **Yes X** No

The Groove: The Groove requests the addition of a limitation of liability clause as noted:

The Groove's liability under this Agreement, including obligations under Section 16, shall not in the aggregate exceed the total contract price paid or to be paid under this Agreement. Except for a party's gross negligence or willful misconduct, in no event shall either party be liable, whether in contract, tort or otherwise, for any indirect, incidental or consequential damages (including lost savings, profits or business interruptions) arising out of or pertaining to the subject matter of this Agreement, even if a party has been advised of the possibility of such damages.

The limitations in this Section shall apply to the maximum extent permitted by law and even if an exclusive remedy fails of its essential purpose.

Workday/Iron Brick: Iron Brick and Workday take exception to non-negotiated customer created provisions. Iron Brick, as an authorized reseller of Workday, acknowledges the City's requirements and submits this Proposal in good faith. As certain terms and conditions within the RFP may not fully align with the Workday End User Subscription Agreement (EUSA), Iron Brick respectfully reserves the right to negotiate mutually agreeable contract terms with the City upon down-selection.

Alternatively, Iron Brick respectfully proposes that the terms and conditions of Iron Brick's pre-negotiated Omnia Contract. Iron Brick has included a copy of the Workday EUSA for the City's review, as this agreement governs the provision of Workday products and reflects the terms under which Workday operates. Upon down-select, Iron Brick is committed to collaborating with the City to negotiate specific provisions required by statute, regulation, or unique project needs, ensuring alignment with both the City's objectives and Workday's contractual framework.

We look forward to working closely with the City to finalize an agreement that reflects a shared commitment to the successful implementation of the solution and addresses the City's goals while ensuring compliance with Workday's established terms and conditions.

Can/Am Teller:

5.1 Indemnification. It is unclear what "foregoing warranties" are being referenced. Please see Can/Am sample SaaS Agreement. Can/Am indemnifies for gross negligence, willful misconduct, and third party IP claims.

MSA5.2 Audit. Can/Am requests that audits be limited to no more than once annually, with written notice, and completed by auditors who have signed Can/Am's standard non-disclosure agreement.

Tab 9 – Functional and Technical Requirements Response

Please reference our completed Attachment B as a separate document provided as part of our response.

Appendix A: Key Personnel *(Confidential)*

Together, this team embodies a blend of experience, creativity, and dedication. We are all excited about the prospect of collaborating closely and leveraging each other's strengths to achieve your goals for this project.

Steering Committee

Manish Patel

Chief Strategy Officer

Executive Sponsor

Manish is a strategic executive who has helped several companies grow from near startup to goliath competitors in the professional services space. He has built and managed teams of over 100 people across the globe and built strong partnerships with key players in the software industry. Manish previously served at the Chief Revenue Officer at Collaborative Solutions and most recently as the Chief Client Officer at Crosslake technologies. Manish has spent 12 years supporting Workday projects and customers.

Michelle Oltmans

Managing Director, Industries

Steering Committee

Michelle has 30 years' experience helping government organizations identify solutions to address business challenges and achieve operational transformation. Michelle has deep expertise across functional business areas, including human resources, financial management, procurement, and planning. Her expertise includes stakeholder alignment, project governance, solution architecture and process optimization. Michelle joined The Groove from Workday, where she spent three years helping launch Workday's federal business.

In addition to Workday, Michelle has experience with multiple ERP platforms, including PeopleSoft, Oracle Cloud, Infor Lawson, Infor

Cloudsuite, SAP, and CentralSquare. She has supported numerous clients across the global Public Sector market, including those in National, State & Local Government, K-12, US Federal Civilian, Intelligence and Department of Defense.

Eric Murphy

Managing Director, Delivery

Steering Committee

Eric Murphy is the Managing Director of Workday Delivery at The Groove with over 12 years of expertise in the Workday ecosystem. As Managing Director of Workday Delivery at The Groove, Eric focuses on ensuring the successful deployment of Workday software and enhancing client satisfaction. Previously, Eric served as Director of Global Partner Success at Workday, where he facilitated the enablement of Workday Services Partners, providing them with essential tools, resources, and connections to thrive within Workday's ecosystem. His tenure also included managing consulting services for Medium Enterprise Financials, leading teams across the East and Central Regions to deploy financial solutions tailored to customers' unique needs.

Maggie Acosta

Client Relationship Executive

Steering Committee

Maggie is an experienced Client Relationship Account Executive with a demonstrated history of working in the information technology and services industry. She has 10+ years of client-facing sales experience in Enterprise Resource Planning (ERP), with a focus on State & Local and Federal Government.

Project Team

Kelly Kelly
Engagement Manager

Kelly has ten years of project management experience including HR software implementation, post-production support, and industry. She has over two years of experience as a Project Lead for Phenom implementations and as a Workday post-production and phase 1 Engagement Manager. She has led projects both globally and domestically across several industries including Non-profit, Healthcare systems, Higher Education, Retail, Hospitality, Financial Services, Logistics, and Sports.

Skills

- Project Management
- Issue Management
- Strategy/Planning
- Knowledge Transfer
- Risk Management
- Fit/Gap Analysis
- Testing
- Project Budgeting/Forecasting

Certifications

- Workday HCM Core
- Workday Project Manager

Tonya Gray
Strategy & Change Lead

Tonya has over 15 years of experience leading digital transformation initiatives with a focus on organizational change management and training. She has provided services for numerous Higher Education institutions, as well as local government and commercial clients. Tonya has spent 8 years in the Workday ecosystem implementing HCM, Finance, and Student solutions. Her primary expertise involves developing and executing change management and training strategies to ensure lasting transformational change.

Skills

- Organizational Change Management
- Training strategy and execution
- Sponsor engagement
- Communications

Certifications

- Workday HCM
- Workday Student Recruiting & Admissions
- Prosci Change Management

Stan Downs
Consulting Director, Financials

Stan brings over 30 years of experience in managing projects across the design, development, and implementation of Financials, Supply Chain, Manufacturing, and HCM applications. For the past 14 years, he has served as a Senior Director of Consulting Services, Team Lead, and Functional Architect for Workday customers. Stan's expertise in managing teams and leading high-profile Workday projects drives growth, innovation, and high-quality implementations across the ecosystem. He specializes in analysis, fit/gap, design, and implementation for large-scale Workday deployments, with experience spanning Higher Education, Public Sector, and Financial Services. Passionate about mentoring, Stan supports both customer and consulting team members.

Skills

- Higher Ed Experience
- Government Experience
- Financial Services
- Non-Profit Experience

Certifications

- Record to Report
- Contracts To Cash
- Expenses
- Business Assets
- Grants
- PM Certification
- Launch
- Composite Reporting
- HCM
- Student
- Recruiting & Admissions
- Absence & Leave

Jeff Muschett
Consulting Director, HCM

Jeff is a seasoned Workday consultant specializing in HR and digital transformation. As a Consulting Director at The Groove, he continues to leverage his extensive experience in cultivating high-performing teams and driving innovative business solutions across various industries, significantly enhancing operational efficiency and workplace culture.

Skills

- Strategic Planning and Execution
- Leadership and Team Development
- HR and Digital Transformation
- Project Management
- Functional Architecture

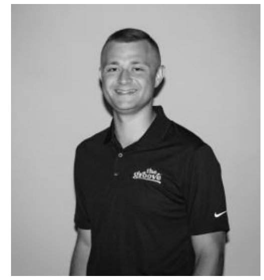
Certifications

- Workday HCM
- Workday Compensation
- Workday Advanced Compensation

Connor Ford
Managing Consultant, Financials

Connor is a seasoned Workday Financials professional, specializing in designing and implementing scalable financial solutions that optimize financial business processes and reporting. As a Managing Consultant at The Groove, he leverages his extensive cross functional experience to develop and implement tailored financial solutions that drive innovation and operational efficiency.

Government Experience includes City of Charlotte, City of Philadelphia, Columbus Regional Airport, Santa Cruz Metro Transit



Skills

- Chart of Accounts Redesign
- Finance and Digital Transformation
- Cross Functional Impact Analysis & Coordination
- Functional Architecture
- Fit gap Analysis

Certifications

- Workday Contracts to Cash
- Workday Expenses
- Workday Grants Management
- Workday Project Billing
- Workday Record to Report
- Workday Banking and Settlement
- Workday Reporting
- Workday Launch
- Foundational Data Model

JD Allred
Managing Consultant, Financials

With over 10 years of experience in HR and IT consulting, JD Allred has successfully led numerous projects across various industries. Specializing in Workday implementations and optimizations, JD has a proven track record of improving business processes and driving efficiencies for clients ranging from small enterprises to large global organizations.

Skills

- Project Management
- Business Process Improvement
- Data Analysis
- Client Relationship Management
- Government & Higher Ed Experience

Certifications

- Procure-To-Pay
- Inventory
- Strategic Souring
- Launch
- Record to Report
- Advanced

Clara Ziegler
Managing Consultant, HCM & Talent

Workday Managing Consultant with over 8 years of experience in HRIS deployment and support, talent management, and human resources. Skilled in HRIS solutions, employee engagement, and strategic HR initiatives. Proven ability to mento associates, manage performance plans, and drive data-driven audit and analysis to align HR functions with organizational goals.

Skills
- Strategic Planning and Execution
- Leadership and Team Development
- HR and Digital Transformation
- Project Management
- Functional Architecture

Certifications
- Workday HCM
- Workday Recruiting
- Workday Benefits
- Workday Talents
- Workday PEX

Chuck Xeroteres
Managing Consultant, Time Tracking, Payroll

With 19+ years of experience in payroll and consulting, Chuck has led diverse teams and successfully managed complex projects across a diverse group of industries. His expertise includes Workday implementation, Workday post-production support as well as payroll management which have driven operational and client success. Chuck delivers tailored solutions that meet client's unique needs. He has spent 7+ years in consulting and 12+ years in Workday.

Skills
- Payroll Management
- Payroll Tax Compliance
- Business Process Configuration
- Workday Best Practices
- Data conversion
- Payroll Vendor Management

Certifications
- Workday US Payroll
- Workday Absence
- Workday Canada Payroll
- Workday Time Tracking

Josh McKinnon
Managing Consultant, Planning

Josh has over 12 years of Financial Planning and Accounting experience. Prior to beginning his software implementation career, Josh spent time in External Audit, Sales Operations, and corporate FP&A roles. His knowledge of accounting, financial planning, and sales allow him to connect with clients and understand their planning needs. He has 5 years of experience leading Adaptive Planning implementations across several industries; including, Real Estate Management, Software, , Retail & Healthcare. In previous roles he has served in financial planning, sales compensation, and Audit functions.

Skills

- Business Process Improvement
- Client Relations
- Strategy and Planning
- Problem Solving
- Project Management

Certifications

- Workday Adaptive Planning

Rob Hopkins
Managing Director, Technical Services

Robert W. Hopkins is a seasoned technology leader with over 13 years of experience in integration architecture, application development, and technical leadership. Currently serving as Managing Director of Technical Services, he is responsible for Integration Architecture Solutioning, extending application development, and leading integration implementation projects. His expertise lies in architecting comprehensive integration landscapes, overseeing full-platform engagements, and developing strategic relationships with ecosystem partners in Payroll and Robotic Process Automation (RPA)

.In his previous role as Associate Vice President of Integrations, Robert demonstrated his capability in leading large-scale integration projects, mentoring teams, and providing cross-functional leadership. He has a proven track record in streamlining processes, such as the development of a Gitlab code repository to facilitate reusable code and reduce implementation timelines. Additionally, Robert has played a critical role in designing new methodologies for successful project delivery and fostering an environment of continuous improvement.

Skills

- Workday Integrations
- HR and Digital Transformation
- Technical Architecture
- Strategic Planning and Execution
- Extend Application Development
- Data Architecture

Certifications

- Workday Integrations
- HR and Digital Transformation
- Technical Architecture
- Strategic Planning and Execution
- Extend Application Development
- Data Architecture

John Rutledge
Managing Consultant, Data Conversion

John Rutledge brings over 14 years of expertise in data conversion and software development for the Workday platform, with many of his innovations widely adopted across the industry. In addition to his data conversion work, John has four years of experience with Workday analytics. As a developer and data conversion specialist at The Groove, he is laying the groundwork for a new ETL platform designed to benefit both customers and employees. Throughout his career, John has been dedicated to enhancing the Workday experience for all users.

Skills

- Software Development
- Data Conversion
- Workday Analytics
- Project Management
- Database Design and Infrastructure

Certifications

- Workday HCM
- Workday Data Conversion
- Workday Launch

Mike Brown
Post-Production / Readiness

Mike Brown has 20+ years in ERP technology in both client-facing and internal roles, spanning across multiple industries. Mike has a passion for developing and delivering innovative client solutions and strives to adapt them in changing environments. Prior to the Groove, Mike was a Client Partner Director for Collaborative Solutions with 14 years of experience supporting "in-production" Workday Clients.

Skills

- Mergers, Acquisitions & Divestitures
- Process Optimization
- Release Management
- Service Delivery
- Value Realization
- Governance
- Estimating & Budgeting
- Resource Planning
- Risk Mitigation
- Strategic Road Mapping

Certifications

- Workday Recruiting
- Workday Engagement Manager
- PeopleSoft Human Resources

Appendix B: Workday Deployment Scope Details

During your deployment, the following solution modules/components and detailed configuration items will be in scope.

Foundation	
Foundation Features	Payment Elections & Associated Rules
	Pre-Packaged Business Processes
	Workday Assistant
	Standard Notification Templates
	Delivered notifications
	Workday Home page with 4 standard cards
Organizations	Organizational Management
	Staffing Management
	Up To 5 Companies and Company Hierarchies
	Supervisory Organization and Hierarchy
	Cost Centers and Cost Center Hierarchy
	Locations and Location Hierarchy
	Pay Groups
Security	Multi-Factor Authentication
	Delivered User and Role Based Security Groups
Setup	English Language Support
	Global Address Localization
	Mobile
	Currency - USD
	Personal Information
	Contact Information
	Position and Job Profile Assignment
	Employee Types
Reporting	Standard Dashboards & Analytics
	500+ Delivered Reports

Core Human Capital Management	
Compensation	Basic Compensation Management
	Compensation Package
	1 Salary Plan
	1 Hourly Plans
	Up to 10 One Time Payment or Allowance Plans not including Reimbursable Allowance Plans
	Worker Profile: Total Rewards Statement without Payroll results
	Delivered Compensation Basis
	1 Delivered Wage Theft Notice and one additional configurable Wage Theft Notice - US Only
Job Families	Up to 3 job family groups
Jobs and Positions	Job Catalog (Job Family Groups, Job Families, Job Profiles)
	Position Management Staffing Model
	Management Types & Management Level Hierarchy
Onboarding	Up to 5 static documents for Hire / Onboarding Review
	Custom Onboarding Bulletin Worklets – up to 2 customized bulletin worklets including up to 2 content items in each
	Custom Onboarding Templates (up to 2 templates)
	I-9 Functionality
	Announcements - 1 for onboarding
Organization	Organizations (Supervisory, Cost Center, 1 Company, , Location) and Associated Hierarchies
	Establishments
	Up to One Exit Survey questionnaire with up to 10 questions, routed to existing security group - excluding custom reporting of responses
Security Groups	Up to 4 Additional Role Based Custom Security Groups
Setup	Event Categories and Reasons
	Employee and Manager Self-Service
	Worker Types

Core Human Capital Management	
	Tenant Branding
	US Operations Only
	Up to 2 Custom Objects
Worker Data	Personal Data, Contact Information, ID Information
	Emergency Contact Information
	Employee Photos
	Delivered Service Dates
	Shifts
	Education
	Job History
	Skills Cloud
Reporting	Introduction to Workday standard HCM reports
	Turn on Reporting Administrator and Workforce Composition dashboards
	"Mini" Reporting workshop – on how to adjust standard reports. Introducing a Custom Report Tracker in Smartsheet.
	Report development and unit testing. Defect fixing to the included scope. Knowledge transfer session. Migration support.
	Report Development of up to 2 basic reports (No Forms or extensive Calculated Field Requirements) Includes: Configure & Prototype, Testing & Rework and Deploy to Production
Modifiable Business Processes	Hire Employee
	Create Position
	Request One Time Payment
	Onboarding: 1 for New Hires and 1 for Job Changes
	Termination
	Change Job
	Request Compensation Change
	Onboarding Setup
Data Conversion	Active Employees Including Current Personal Data, Current Contact Data, and Current Job Record

Core Human Capital Management	
	Terminated employees who received payment in the last 12 months (using Worker Object)
	Up to 1,000 Additional Terminated Workers (Using Former Worker Object)
	Includes Loading of Employee Photos
	Attachment of Third-Party Documents out of Scope
	Compensation – Current Compensation Data and Compensation effective as of Benefits effective date
	Unlimited Job and Compensation History (Using "Previous System History")

Absence	
Schedules and Calendars	Up to 2 Holiday Calendars
	Up to 10 Work Schedule Calendars
Third Party Calendar	Absence Third Party Calendar to Microsoft Outlook or Google Calendar (i.e. indicate a list of Time Off that will display on the Employees calendar as Not Available, and/or on Managers calendar as free event). Workday Consultant responsible for setup in Workday only, customer will be responsible for the Calendar application setup
Leave of Absence Types	Up to 10 Leave Types (Up to 5 with Leave Entitlements limited to Primary Position)
Time Off Plans	Up to 5 Accruing Time Off Plans On Primary Position
Work Schedules	Absences based on Primary Job
Reporting	Standard Workday-delivered reports that provide detailed information about absences taken, remaining entitlements/balances for the workers, etc. included
Worklets/Dashboards	Up to 3 Worklets/Dashboards:
	- Absence (ESS)
	- Team Absence (MSS)
	- Time and Absence (MSS)
Modifiable BPs	Absence Calendar

Benefits	
Setup	Benefits configured US
	Plan Year Definition; 1 for Program Year, 1 for Ongoing
	Up to 3 Benefit Groups
	Benefit Defaults
Plans	Administer Benefits for most commonly offered plan types, Including Health Care (Medical, Dental, Vision), Insurance (Life, Disability), Spending Accounts (Dependent and Health Care), Health Savings Accounts, Retirement Savings, and Additional Benefits Plans (Pet Insurance, Gym Membership, EAP, Critical Illness, and Long Term Care).
	Up to 20 Benefit Plans (including Eligibility Rules, Coverage Tiers, Rates, and other components)
	Individual Rates
	Benefit Annual Rates
	Up to 2 Plan Year Definitions (current year, ongoing plans)
	Healthcare Election Guidance - Configure expanded plan details for up to 5 Healthcare Plans
Enrollment	Cross Plan Enrollment Rules
	Enrollment Event Types (including Eligibility Changes, Life Events, and Reinstatement Events)
	1 Enrollment Event Rule
	Passive Event Rules
	Open Enrollment
Evidence of Insurability	Manage Evidence of Insurability
Affordable Care Act	Core ACA Functionality: ACA Measurement Periods and Eligibility, ACA Dashboard, Setup for 1094-C and 1095-C Reports
COBRA	Manage COBRA Eligibility Designations for Participants Who Lose Coverage
Modifiable Business Processes	Change Benefits for Life Events
	Change Benefits

Benefits	
	Change Beneficiary
	Change Retirement Savings
	Dependent Event
	Passive Event
	Current Benefit Elections
Data Conversion	Medical History for Current Year for ACA Reporting
	ACA Worker Hours and Wages
Data Conversion	Dependents & Beneficiaries
	Benefit Annual Rates
	Worker Wellness and Tobacco Usage

Payroll for the United States	
Banking	Payment Election Rules
	Up to 2 Bank Accounts, Up to 2 Routing Rules, Delivered Check Layout
Checks and Payslips	Delivered Check and Payslip Layouts
Costing Allocations	Simple Worker Costing Allocations - Single Dimension
General Ledger	Fiscal Posting Intervals, Schedules, Summary Schedules, Fiscal Years
	Journal Sources, Ledger, Ledger Types, Account Sets, Account Posting Rules to support a single General Ledger
Pay Components	Differential Pay
	Up to 100 Pay Components (Earnings and Deductions)
	Net Pay Validation and Arrears
	Pay Accumulations, Pay Balances, Pay Component Groups, Tax Authority Exceptions
Payroll Processing	Up to 2 Pay Groups
	Up to 2 Run Categories
	Off-Cycle Payments

Payroll for the United States	
	Retro Processing
	Audit Report Configuration
	Payroll Command Center
	Payroll Involuntary Withholding Orders and Deduction Recipients Processing
Period Schedules	Period Schedules for Payroll
	Generate Period Schedule Periods
	FLSA Work Period Calendar Rules
Tax Reporting	Companies
	Company Federal, 1 State and Local Payroll Tax Configuration
	W-2 Configuration
	Payroll Reporting Codes
Modifiable Business Processes	Settlement Run Event
	Assign Pay Group
	Payment Release Event
Data Conversion	Payroll Balances for Current Year
	Worker Tax Elections
	Withholding Orders Excluded (Manual Data Entry Required)
	Worker Payment Elections
	Costing Allocations Excluded (Manual Data Entry Required)

Time Tracking (Optional)	
Alerts and Validations	Up to 3 Alerts
	Up to 10 Time Entry Validations
Schedules and Calendars	Holiday Calendars
	Up to 5 Work Schedule Calendar Rules
	Up to 2 Work Schedule Calendars
Security	Up to 2 Security Groups to Support Employee Self Service and Manager Self Service

Time Tracking (Optional)	
Time Calculations	Up to 10 Time Calculations
Time Entry	Up to 3 Time Entry Templates
	Up to 8 Time Entry Codes
Reporting	Time and Absence Dashboard
	Review Time Task
	Edit and Approve Time Task
Modifiable Business Processes	Assign Work Schedule
	Enter Time
	Reported Time Batch Event
Data Conversion	Excluded from the Scope for Go-Live

Talent Acquisition	
Setup and Features	Internal Application
	Auto Disposition Candidate's Other Job Applications
	Auto Unpost Jobs
	Task Consolidation for Review Offer
	Job Requisition Management
	One Time Payment for Offers
	Simple Referral
	Up to 2 Job Application templates
	Up to 2 Job Posting templates
	Simple Referral (does not include payout process)
	Evergreen Requisition Management
	Candidate Screening
	Candidate Review
	Skills for Recruiting

Talent Acquisition	
Career Site Configuration	Candidate Home
	1 Internal and 1 External Career Site
	External and Internal Candidate Job Alerts
	External Career Site Privacy Policy
	Configurable Candidate Consent
	Prospect Introduce Yourself on External Career Site
Configurable Content	Workday Documents – 1 document template to capture Internal/External dynamic offer letter variations including: -Simple letter header including company logo and footer (note this will appear on all pages of the offer letter) -Up to 10 conditional paragraphs (may include introduction, offer details (full-time, part-time, location, manager, job details), basic compensation language (hourly, salary, bonus, allowances, one-time payments), conclusion) -Up to 2 static document attachments for candidate offer review
	Up to 2 Internal and Up to 2 External Application Questionnaires (each questionnaire with up to 10 questions)
Integrations	Guidance of Apply with LinkedIn
	Guidance for Workday Outlook or Google Calendar Interview Scheduling Integration for Internal Interviewers Only
Security	Delivered Primary Recruiter Security
	Prospect Management
	Candidate Pool functionality
Setup	Assessments (no associated integration)
	Background Check
	Interview Management (no associated integration)
	Interview Ratings
	Candidate Endorsement
	Configurable Section Headers and Instructional Text on Job Application Templates

Talent Acquisition	
	Duplicate Management (delivered framework)
	Job Requisition Categories and Reason
	Up to 10 Knockout Questions
	Notification Designer - Up to 1 simple custom notification template
	Delivered User and Role Based Security Groups
	Autocomplete on Staffing business processes
Reporting	Delivered Recruiting Standard Reports
	Candidate Grid (delivered)
	Job Requisition Workspace
Modifiable Business Processes	Job Application (1 Dynamic Workflow to include nested subprocesses)
	Offer
	Job Requisition
	Open Job Requisitions and Associated Open Positions Only
	Candidate Conversion Excluded (both active and historical)
	Prospect Conversion Excluded

Expenses (Optional)	
Expense Credit Cards	Spend Authorizations
	Single Tax Code Defaulted for Expenses for the US
	If Corporate Liability card exists, then you must purchase related integration
	Mileage Rates
	Expense Rate Tables (Maximum Up to 5 Expense Items with Rate Tables Included; third-party integration not included)
Expense Rate Tables	Mileage Rates
	Expense Rate Tables (Maximum Up to 5 Expense Items with Rate Tables Included; third-party integration not included)

Expenses (Optional)	
	Simple Per Diem (non Travel Journal)
	Processing of Expenses Reports for Workers and Pre-Hires (no Spend Authorizations)
	Create' Delegation for "Chief Level" Executives Only
	Up to 10 Custom Validations
	Up to 20 Expense Item Attributes
	Expense Report Instructions
	Travel Profile
	Mobile Enablement
	Note: If Credit Card Integration(s) is included In Scope, it will be for Expenses related to Worker T&E Expenses Only
	Expense Report Payment
	Expenses Hub
Modifiable Business Processes	Spend Authorization
	Expense Report Event
Data Conversion	Worker Payment Elections for Expense Payments

Accounting and Finance	
Allocations	Allocation Definitions (up to 25)
Book Codes and Books	Multi-Book Accounting (GAAP and non-GAAP)
Consolidations and Intercompany	Consolidation
	Intercompany Process
Financial Accounting Structure	Core Financial System of Record
	Ledger to Track Actuals Only
	Alternate Fiscal Schedules for Reporting Only
	Balancing by Company/Legal Entity Only

Accounting and Finance	
	Single Primary Chart of Accounts for All Companies
	Single Primary Fiscal Schedule For All Companies
	Operations in the US
Journals	Journal Processing
	Import Journals via Spreadsheet
	Accounting Adjustment
	Custom Validations (Maximum 10 Custom Validations)
	Automated Transaction Matching
Statistics	Up to 15 Statistics definitions
Reporting	Income Statement
	Customized Trial Balance
	Balance Sheet
	Assessment of customer current report inventory vs Workday delivered reports. Estimate of number of custom reports and their complexity
	Assistance and guidance enabling up to three delivered dashboards and creation of one custom dashboard of average complexity.
	Up to four knowledge transfer sessions to provide guidance regarding report administration.
Modifiable Business Processes	Accounting Adjustment Event
	Accounting Journal Unpost Event
	Accounting Journal Event
Data Conversion	Single Summarized Journal for Each Company Per Period with a Maximum of One Fiscal Year Plus Current YTD
	Currency USD Only
	Transactional Journals Not Converted

Cash Management	
Bank Reconciliation	Bank Reconciliation
	Foundation Delivered Bank Reconciliation Matching Rules and First Notice Rules only (Parsing Rules Excluded)

Cash Management	
Banking Setup	Bank Account Management
	2 Financial Institutions
	5 Bank Accounts
	Operational Transactions for the US
Settlement	Settlement
	Ad Hoc Payment
	Bank Routing Rule
	Bank Account Transfer for Settlement
	Ad Hoc Bank Transaction
	Payment Acknowledgments
	Miscellaneous Payment Request
Modifiable Business Processes	Settlement Event
	Bank Account Transfer for Settlement
	Bank Account Event
	Ad Hoc Payment Event
	Miscellaneous Payment Request Event
	Ad Hoc Bank Transaction
Data Conversion	Beginning Balance
	Unreconciled Open items

Budgetary Controls	
Loading Plans	Import Budget via Spreadsheet only
	Up To 10 Custom Validations
Plan Setup	Financial Budgets for Purposes of Reporting Budget to Actuals Only. No Budget Amendments
	Plan Worktags
	Plan Structures (up to 5 structures)
Plan Templates	Plan Templates

Budgetary Controls	
Reporting	Budget vs Actual by Cost Center
Data Conversion	Current Year Budget Data

Asset Management	
Asset Accounting	Asset Accounting
	Asset Sharing
	Asset Depreciation for GAAP book only
	Asset Book Rules
	Asset Adjustments
	Non WIP Related Assets Only unless Capital Projects are in Scope
	Operational Transactions for the US
Asset Maintenance	Asset Reclassification
Asset Tracking	Asset Custodianship
	Pooled Assets
	Asset Transfer
Modifiable Business Processes	Asset Registration
Data Conversion	Active Capitalized Assets (Reconciled to Balance Sheet)
	Tracked Expensed Assets (No Cost)

Accounts Receivable	
Cash Sales	Cash Sale
Customer Collections	Customer Invoice Maintenance
	Customer Statement (Standard Layout)
	Receivable Write Off
	Receivable Aging
	Collections and Dispute Activities
	No Customer Portal

Accounts Receivable	
	Interest and Late Fees
Customer Invoices	Customer Invoice (Standard layout)
	Intercompany Invoice
	Direct Intercompany Invoice
	Up to 10 Custom Validations
	Dunning Letters (Standard Layout)
	Up to 1000 Sales Items
	Operational Transactions for the US
Customer Payments	Customer Payment Processing
	Delivered Auto-Apply Payment Rules Only
	Customer Deposit
Customer Refunds	Customer Refund
Deferred Revenue	Revenue Recognition Schedule Templates
	Deferred Revenue Recognition
Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for US only. Tax Defaulting logic is not included.
Modifiable Business Processes	Bad Debt Writeoff Event
	Customer Event
	Customer Invoice Event
	Customer Refund Document Event
Data Conversion	Open Account Receivables Items in USD
	Customers With Activity Within 6 Months Prior to Go Live

Accounts Payable	
1099 Reporting	1099 Adjustment
	1099 Suppliers
Supplier Contracts	Supplier Contracts (Scheduled or Manual Invoice Contract Types Only)
Supplier Invoices	Supplier Invoice

Accounts Payable	
	Recurring Supplier Invoice
	Supplier Invoice Attributes
	Supplier Invoice Retention
	Prepaid Spend Amortization
	Direct Intercompany Supplier Invoice
	Up to 10 Custom Validations
	Standard CSV Email Remittance to Suppliers
	Operational Transactions for the US
	Supplier Invoice Matching against Contract
Suppliers	Purge Supplier Information
	Supplier Request
	No Supplier Portal
Modifiable Business Processes	Supplier Invoice
	Supplier Change Event
	Recurring Supplier Invoice
	Supplier Event

Procurement	
Procurement Setup	Operational Transactions for the US
	Generic Purchase Items (up to 500)
Purchase Orders	Change Order
	Purchase Order (Standard Layout)
Receipts	Receipt Accruals
	Receipt
Requisitions	Requisition
	Sourcing
Supplier Contracts	Supplier Contract
Suppliers	Supplier Invoice Matching

Procurement	
	Return to Supplier
	Matching Override
	Supplier Retention
	No Supplier Portal
Transaction Tax	Manual selection on transactions for configured Tax Authorities, Rates, Codes and Applicability for In Scope Countries only. Tax Defaulting logic is not included.
Reporting	Supplier Performance Dashboard, Buyer Dashboard, Supply Chain Worker Activity, and the delivered supporting reports.
	Up to four knowledge transfer sessions to provide guidance regarding report administration.
Modifiable Business Processes	Requisition Event
	Change Order Event
	Supplier Contract
	Purchase Order Event
	Supplier Accounts Match Event
	Supplier Contract Amendment
	Supplier Accounts Match Exception Override Event
Data Conversion	Receipt for Open Approved Purchases Orders
	Up to 100 Open Supplier contracts
	Up to 100 Open Approved Purchase Orders

Projects	
Project Plans	Project Plan Template
Project Resources	Project Resources
	Resource Template
	Resource Forecasts with Worksheets
	Workday Standard Project Reports
Project Labor Costing	Operational Transactions for the US

Projects	
Project Setup	Standard Cost Rate Sheets by Project Role
	Standard Cost Rate Rules (Up to 50)
	Projects (Non-Billable, Non-Capital and Billable Projects Only). Project Template (Non-Billable, Non-Capital and Billable Projects Only)
	Opportunity Projects
	Up to 10 Custom Validations
Modifiable Business Processes	Project Resource Plan Line
	Create Project
	Request Worker
Data Conversion	Active Projects
	Project Plans
	Resource Plans

Grants Management	
Awards	Award Contracts and required attributes
	Award Schedules
	Catalog of Federal Domestic Assistance (CFDA)
	National Science Foundation codes used for Award reporting
	Special Condition Types
	Award Plan Structure and Award Budgets
	Award Spending Restrictions
Awards Budgeting	Award Budgeting (including): Budget Checking - Awards, Budget Approvals & Amendments - Awards
Facilities and Administration	Up to 10 F&A Rate Agreements
	F&A Exceptions and Waivers
	Calculate F&A Costs
	F&A Revenue Allocation

Grants Management	
Grants Reporting	Award/Grant Reporting/Dashboards
	Budgetary Balance and Manager Budgetary Balance Reports
Sponsor Billing	Award Billing for Cost Reimbursable and Fixed Cost Awards
	Sponsors
Sponsor Payment Processing and Application	Sponsor Payment Processing
	Letter of Credit Processing
Modifiable Business Processes	Award Event
	Award Correction
	Award Amendment
	Award Spend Restrictions and Grant routing/approval for Sponsored Award processing on spend BPs
	Security Roles and Assignments for Award and Grant reporting and routing
Data Conversion	Grants/Grant Hierarchies, Roles Assignments, Default Worktags
	Open Sponsor Invoice Balances
	Sponsors associated to Active Awards
	Subrecipients/Suppliers
	Award Contracts active at Go Live
	Award Life to Date Billed Balances via Award Historical Cumulative Lines for Active Awards at Go Live
	Award Life to Date Expenditure and/or Revenue Balances for Active Awards at Go Live
	Letter of Credits Active at Go Live
	Award Budgets for Active Awards at Go Live

Financial Planning	
Structure	Budget and forecast up to 5 years out.

Financial Planning	
	All planning periods will use a common / single methodology.
	Planning occurs in time periods of months, quarters or years
	One Chart of Accounts structure, one calendar, and a common set of templates and processes across the organization
	Up to 5 Legal Entities (USD Currency Only)
	Workday shall configure Dimensions & Attributes (up to 20 total)
	Workday shall configure Access Rules (up to 3) to secure data by user or group in Adaptive Planning
Revenue	Manual upload of Revenue. No calculations.
	Up to 2 Manual Input Sheets with up to 4 Dimensions each (each Sheet provides a single interface to view, enter, and update data).
Operating Expense	Up to 2 Supporting Schedules (a model built for a single or group of GL accounts using a single methodology with common dimensions and a single manually imported / maintained data set)
	Up to 25 total calculations across the 2 supporting schedules and accounts.
Personnel Expense	Up to 2 Personnel Expense models (current roster and open positions)
	2 Employee Groups: Salary and Hourly.
	No Labor Unions unless purchased via Additional Scope.
	Up to 25 total calculations across the 2 models. (Capitalized Labor is not included)
	Manual Data Entry for Transfers, Splits, Planning Allocations by Level (Single-Step, Not Sourced from Payroll data) Manual changes made in one version do not persist upon a refresh of data from source.
	Fringe Benefits and Tax Rates
	Merit and Bonuses are calculated as a percent of total pay based on role, worker or total company.
Capital Expense	Capital Expense Model - Using straight line depreciation for newly planned assets.
	Summary depreciation loaded for existing assets (not at asset level)
	Capital model does not include capitalized Labor or calculation of depreciation on existing assets.
Data Management	Data Mapping Document using the standard available functionality adhering to the following guidelines:

Financial Planning	
	Up to 10 business rules & transformations (e.g., concatenation of two fields) can be applied to the data extracted from each source
	Workday will document the Solution Configuration. End-user documentation and end user training is not in scope
	Support data validation for three months of history that is imported into the Service from Customer's Tenant
	Rules for determining which accounts to exclude and account sign reversal from import are account ranges or list of accounts
	Currency conversion is not included
Security	Enable security on Levels and configure Dimensional Access Control for up to one additional dimension
Reporting & Analytics	One Income Statement Format (account / dimensions) that incorporates all templates and business logic Conduct up to 6 remote hands-on workshops (up to two hours each) to walk-through building reports/dials/dashboards. Provide best practice guidance around design Consult with Customer on specific dial design challenges; Help Customer with how-to questions. Reports and Dashboards to be completed by Customer prior to UAT.
	Up to 10 KPI's
Training and Enablement	Knowledge transfer and documentation provided for all planning models built using Workday's documentation format and tools (1 page per model)
	Conduct a user walkthrough of the built solution and how to run/schedule jobs
	Admin training: includes training for up to 5 users on administrative responsibilities and maintenance.
Not Included	Financial Consolidations (unless purchased via Additional Scope) Balance Sheet and Cash Flow (unless purchased via Additional Scope) Payroll or Payroll Costing Allocations as a source

Addendum No. 1 – March 25, 2025

Request for Proposals for Software and Implementation Services for an Enterprise Resource Planning Software Systems Environment

UPDATED Due Date and Time: Tuesday, April 15, 2025 by 2:00 pm CT

A Pre-Proposal Vendor Teleconference was held on March 6, 2025 at 11:00 a.m. (CT). The Pre-Proposal Teleconference was facilitated by the City and the City's consulting partner, BerryDunn. The Pre-Proposal Vendor Conference was held via teleconference.

Attendance at the Pre-Proposal Vendor Teleconference was **not** mandatory.

The following vendors identified themselves as being in attendance via phone:

Company	Representative
Andrews Technology	Jamie Blundell
BS&A	Max Bisschop
ClearGov	Tyler Bridges
Crowe	Glendon Haney
Gravity	Megan Gonyo
Oracle NetSuite	Matt Sorrell
PDS	Darrell Vandergrifft
ProLim	Ashif Bagalkoti
ProLim	Aditya Kulkarni
Righit Solutions	Madhu Navale
Righit Solutions	Jainy Varghese
Strada	Matt Friedman
Strada	Peg Daneau
TCP Software	Dana Nance
Tyler Technologies	Alban Michaud
UKG	Danny Spencer
Univerus	Tom Glassco

Please find below questions received prior to and during the March 6, 2025, Pre-Proposal Teleconference, and responses from the City.

1. Would the City consider accepting email submissions of the proposal and waiving the requirement for a mailed hard copy/USB to support environmental sustainability?

   City Response: No.

2. Has a budget range been identified for the current project - Implementation cost, Annual cost, and number of years? If so, is it possible to share?

   City Response: Refer to Section 2.9 of the RFP Specifications document.

3. How many administrative roles will be required for both Financial and HR departments?

   City Response: Approximately 5 individuals.

4. The City is currently using Time Clock Plus, does the City wish to interface with Time Clock Plus or replace it?

   City Response: The City is open to review what is available in the marketplace and proposing vendors' best practices.

5. Will scheduling for the City's Fire and Police remain in place? Do they use Time Clock Plus?

   City Response: No, the Fire and Police Departments do not use Time Clock Plus. The City is only open to reviewing what is available in the marketplace for the general government staff for time and attendance.

6. How many City employees does the City anticipate using time and attendance?

   City Response: Approximately 300.

7. Does the proposal have to include all the functional areas?

   City Response: Refer to Section 2.2 of the RFP Specifications document.

8. Demo Logistics – Our Sales team has a mandatory all-hands business meeting from June 9-11, 2025, and if we are down-selected for a demo, we would not be available during those dates. Would it be possible to schedule the demo the following week instead? Also, could you confirm whether the demo will be virtual or on-site?

   City Response: The City may be able to accommodate demonstration dates and will make a determination at the time of shortlist if the demonstrations will be held onsite or virtually. The City reserves the right to determine when the demonstration dates will be at the time of shortlisting.

9. Employee Count Breakdown – Could you provide a breakdown of the City's employee counts, including Full-time employees, Part-time employees, and Seasonal/temporary employees.

   City Response:
   Full-time employees: 300
   Part-time employees:8
   Seasonal/temporary employees: 56

10. Contract Term – How long does the City anticipate the contract term to be with the selected vendor? Do you have a preferred contract duration in mind?

    City Response: The City reserves the right to determine contract term length during the contract negotiations process.

11. Given the many detailed requirements necessary for this response, will the city consider a 2-week extension to enable the best responses from vendors?

    City Response: The City will grant a one (1) week extension to the due date. The proposal submission due date is now Tuesday, April 15, 2025 by 2:00 pm CT.

12. Can the agency extend the response deadline.

    City Response: See response to question #11.

Respondents are instructed to return a copy of this addendum form signed by an authorized firm agent as part of proposal responses.

SIGNATURE

The Groove Public Services, LLC
COMPANY

April 9, 2025
DATE

Addendum No. 2 – March 27, 2025

Request for Proposals for Software and Implementation Services for a Enterprise Resource Planning Software Systems Environment

Updated Due Date and Time: Tuesday, April 15, 2025 by 2:00 pm CT

1. How many total employees need to be tracked on the system (full time, part time, and seasonal combined)? (please consider the City's busiest month of the year when answering) does the 350 number provided in the RFP include all part time and seasonal?

   City Response: Full-time employees: 300
   Part-time employees:8
   Seasonal/temporary employees: 56

2. How many supervisors, managers, administrators will need access to the system to make approvals, edits or run reports?

   City Response: Approximately 5 individuals.

3. How many time clocks should we include in our proposal?

   City Response: 1

4. Is it desired for the time clocks to be Biometric Finger, Biometric Facial Recognition, or HID proximity (Card Swipe)?

   City Response: The City is open to reviewing what is available in the marketplace.

5. If proximity is preferred will the new Vendor provide the HID cards? or will we be asked to work with the City's existing HID cards?

   City Response: The City is open to reviewing what is available in the marketplace

6. Will Advanced scheduling be included in this scope of work? (Advanced scheduling is defined as employees who need to do Shift swaps, vacation bidding, or having scheduling rules in the system which automatically assign the correct employees to open shifts)

   City Response: No.

7. If Advanced scheduling is needed. how many employees will need to be licensed for it?

   City Response: N/A

8. Is FMLA Case Management required? Defined as the new time & attendance system automating the process of requesting FMLA leave, allowing employees to fill out required forms directly in the new Time & Attendance system, and tracking the open case, automatically alerting employees/managers when an employee is due back or running out of FMLA time?

   City Response: Refer to Attachment B, Tab 12. Time Entry, TE.29, TE.104, and TE.141.

9. Is it desired for employees to punch in/out from a computer or smart phone?

   City Response: The City is open to both.

10. Will any employees be allowed to either fill out their timesheets online, or have their timesheets auto populate based on their schedules? (these groups of employees would not punch in/out)

    City Response: Yes.

11. Is it desired for employees to request time off electronically at a computer or smart phone?

    City Response: Yes.

12. Do employees need to be able to view timesheets, view schedules, or request time off from the time clock? or will the ability to do these functions at a computer /smartphone suffice?

    City Response: The City is open to reviewing what is available in the marketplace.

13. Is there a need to support multiple languages at the time clock?

    City Response: Yes.

14. Do employees need to be restricted (locked out) from punching too early before their scheduled start time at the time clock? or restricted from punching too late after their scheduled end time at the time clock? Example: employees can only punch in up to X number of minutes before their scheduled start time, anything earlier then that means the employee is locked out at the time clock and would require a manager override.

    City Response: The City is open to reviewing what is available in the marketplace.

Respondents are instructed to return a copy of this addendum form signed by an authorized firm agent as part of proposal responses.

SIGNATURE

The Groove Public Services, LLC
COMPANY

April 8, 2025
DATE

Master Services Agreement

This Agreement ("Agreement") made this ___ day of _____ 2024 is hereby entered into between and The Groove Global LLC, a limited liability company, ("**The Groove**") having its principal place of business at 1660 International Drive Suite 600, Mclean VA 22102. and _____ (the "Customer") located at _______.

1. **Definitions**:
   1.1. "Deliverables" mean deliverables to be provided by The Groove as part of the services under an applicable SOW.
   1.2. "Intellectual Property Rights" means all intangible rights existing from time-to-time under the law of any jurisdiction, including patent law, copyright law, trade secret law, database rights law, unfair competition law, trademark law, or other similar laws or principles.
   1.3. "Work Product" means all Deliverables, documents, designs, software, computer programs, computer systems, source code, object code, executable code, data, computer documentation and other work product and materials authored or prepared by The Groove for the Customer in connection with the performance of the Services, whether completed or work in progress, and all Intellectual Property Rights in all the foregoing excluding the Retained Intellectual Property.
   1.4. "Force Majeure" shall mean events or circumstances not within The Groove's possession or reasonable control which may include, but not be limited to, acts of God, acts of Government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving The Groove employees), or malicious acts including attacks on or through the internet, internet service provider telecommunications or hosting facility failures or delays involving hardware, software or power systems.
   1.5. "Retained Intellectual Property" shall mean the Intellectual Property Rights in the methodologies, data, documentation, methods of analysis, ideas, concepts, know-how, models, software, tools, techniques, skills, knowledge, and experience owned or possessed by The Groove before the commencement of or developed or acquired by The Groove independently and apart from, the Services provided pursuant to this Agreement.

2. **General Undertaking**: The Parties are entering into this Agreement to establish a relationship whereby Customer may, from time to time, commission The Groove to perform certain business consulting, technical consulting or other professional services for the Customer agreed to by both Parties ("Services").

3. **Professional Service Orders**: Work performed by The Groove under this Agreement shall be described in a Statement of Work ("SOW"), which in each instance shall be incorporated herein as an addendum to this Agreement at a time when signed by an authorized representative of The Groove and the Customer. Each SOW shall describe the labor rate, location, terms of payment, services to be provided by The Groove and duration of such services. Execution of a SOW shall be considered a commitment by Customer to authorize and pay for the services described therein according to the terms and subject to the conditions of the SOW and this Agreement.

4. **Obligations of The Groove.**
   4.1. The Groove shall in the development, production and delivery of the Deliverables comply with any quality, software development and production control standards and procedures specified or referred to in the applicable SOW.
   4.2. Without prejudice to The Groove's other obligations and Customer's rights under this Agreement, The Groove shall without delay notify Customer if The Groove determines a material delay in delivery is imminent.

4.3. Each Party shall, in connection with its performance, receipt and use of services, as applicable, hereunder, comply with all applicable international, federal, state or local laws and regulations.

5. **Term**: The Term of this Agreement ("Term") shall commence on the date last below written and, unless terminated by either party with sixty (60) days written notice, continue in effect for a period of three (3) years thereafter. The Agreement shall thereafter continue in effect for successive one-year terms, unless not later than sixty (60) days prior to the end of the then-current term, either party shall notify the other that the Agreement shall expire, in which event the Agreement shall expire on the last day of the then-current term (except with respect to any Statement of Work for which the term set forth in such Statement of Work has not yet been completed, which Statement of Work shall continue until expiration or termination). Termination shall have no effect on the Customer's obligation to pay for services authorized prior to the termination or expiration of the Agreement.

6. **Invoices, Payments, Certain Costs & Taxes**: All services rendered hereunder and pursuant to a SOW shall be invoiced according to the payment structure set forth in the SOW. Unless otherwise specified in the SOW, all invoices shall be paid within thirty (30) days from date of invoice. Any late payment of 60 days or more may be subject to costs of collection (including reasonable legal fees) and shall bear interest at the rate of one and one-half (1½) percent per month or fraction thereof until paid. The Groove may withhold Services if payments are not made within thirty (30) days after the due date of an invoice, except for any disputes that are being resolved by mutual agreement of the parties.

Unless otherwise provided in a SOW, prices quoted do not include, and Customer shall reimburse The Groove for reasonable business expenses incurred by The Groove in connection with its performance of the SOW, including, without limitation, the cost of travel (air and cab fare, lodging, auto rental, etc…); PROVIDED, that the same shall have first been approved in writing by Customer before being incurred by The Groove and that receipts for any amounts over $75.00 shall be provided upon Customer's request.

7. **Non-solicitation**: During the Term and for a period of one (1) year thereafter, Customer agrees not to hire, solicit, nor attempt to hire the services or business of any The Groove partner, employee, subcontractor (or employee / second tier subcontractor thereof) without the prior written consent of The Groove unless otherwise stated in a SOW; provided that this restriction shall not apply in the event that the individual is hired in response to a general advertisement made available to the public, and as long as these efforts are not directed at The Groove partners ,employees or subcontractors. .

8. **Termination**: Either party may terminate this Agreement for cause if the other party is in material default of this Agreement and has not cured such failure, or commenced corrective action to cure such failure such is reasonably acceptable to the other party in the reasonable exercise of its discretion, within thirty (30) days after receipt of notice outlining in detail such material default.

9. **Insurance:** The Groove agrees to provide and maintain in effect at all times during the Term of this Agreement, at The Groove's sole expense, at a minimum, the following insurance coverage: (i) comprehensive general liability insurance with a combined limit of Four Million Dollars ($4,000,000) in aggregate with limit of One Million Dollars ($1,000,000) per for occurrence for personal injury, and property damage liability inclusive of all premises and operations, and broad form property damage, and endorsed to include coverage for products and completed operations contractual liability and independent contractors. The foregoing insurance shall be written on an occurrence basis.

10. <u>Confidential Information</u>: Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed verbally, electronically, visually, in writing, or other tangible form by the other Party during the term of this Agreement that are confidential or proprietary, including personal data of Customer's employees and personnel ("<u>Personal Data</u>"), or which may be reasonably regarded as the confidential information of such Party ("<u>Confidential Information</u>"). Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than a reasonable degree of care. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is known by the receiving Party at the time of disclosure as evidenced by its records; (iii) is furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing Party. The Parties are permitted to disclose Confidential Information in response to an enforceable order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however, that the Party disclosing such Confidential Information shall provide prompt prior written notice to the other Party (except as prohibited by applicable law) to enable the other Party to seek a protective order or otherwise prevent such disclosure.

10.1. Non-Disclosure. Unless otherwise directed by Customer, The Groove agrees that it will not at any time, either during or after the term of this Agreement, (i) use Confidential Information for its own or for a third party's purpose; (ii) disclose or permit to be disclosed to any person any Confidential Information; or (iii) permit any person to examine and/or make copies of any reports or any documents that contain or relate to such Confidential Information. Upon termination of this Agreement or upon written request by Customer, The Groove will deliver to Customer all documents, papers and other matter (and any copies thereof) in The Groove's possession or under The Groove's control that contain or relate to such Confidential Information and permanently erase all Customer Confidential Information from its computer system. The Groove further agrees that The Groove shall not disclose any information to Customer on a confidential basis or incorporate in a Deliverable any information that is considered confidential by The Groove or a third party without such information being identified as confidential and approved in writing by Customer prior to such disclosure or incorporation.

10.2. The obligation of non-disclosure shall not apply to information which (i) was in the possession of The Groove prior to disclosure hereunder; or (ii) was in the public domain at the time of disclosure or later became part of the public domain without breach of the confidentiality obligations herein contained; or (iii) was disclosed by a third party without breach of any obligation of confidentiality owed to Customer; or (iv) was independently developed by The Groove. The exceptions listed above in clauses (i) through (iv) above do not apply to Personal Data.

11. <u>Proprietary Rights</u>: All Work Product delivered to Customer by The Groove under the applicable SOW (whether or not the SOW is completed), are the property of Customer and all title and interest therein shall vest in Customer and shall be deemed to be, to the fullest extent permitted by law, a work made for hire and made in the course of the services rendered hereunder. Customer shall have the unlimited right to make, have made, use, import, sell, offer to sell, reconstruct, repair, modify, reproduce, publish, distribute, exhibit, perform or display publicly and prepare derivative works of the Work Product, in whole or in part, or combine the Work Product with other matter, or not use the Work Product at all, as it sees fit. To the extent that title to any such works may not, by operation of law, vest in Customer or such works may not be considered works made-for-hire, all rights, title and interest therein are hereby irrevocably assigned to Customer by The Groove. To the extent any Work Product incorporates or is delivered with any Retained Intellectual Property, The Groove hereby grants Customer a non-exclusive, non-transferable, royalty-free right to use such Retained Intellectual Property solely for purposes of utilizing the Work Product, and such right will be perpetual to the extent Customer is not in breach of this Agreement or otherwise challenging The Groove's rights in the Retained Intellectual Property.

12. **Disputes, Choice of Law**: This Agreement shall be governed by and construed in accordance with the substantive laws of Virginia without regard to principles of conflicts of laws.

13. **Warranty**: The Groove warrants that services contracted will be provided in a professional and workmanlike manner. Customer must notify The Groove of any warranty deficiencies within 30 days from performance of the Services described in the SOW document. For any breach of the warranty, Customer's exclusive remedy, and The Groove's entire liability, shall be the re-performance of the deficient services in a timely manner, and if The Groove cannot correct a breach or a performance failure in a commercially reasonable manner, Customer may terminate the relevant services and The Groove will refund the fees paid by Customer for the specific deficient services in question.

14. **Limitation of Liability:**

14.1 THE GROOVE'S LIABILITY UNDER THIS AGREEMENT, INCLUDING OBLIGATIONS UNDER SECTION 16, SHALL NOT IN THE AGGREGATE EXCEED THREE TIMES (3X) THE TOTAL CONTRACT PRICE PAID OR TO BE PAID UNDER THIS AGREEMENT. WITH THE EXCEPTION OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT SHALL EITHER PARTY BE LIABLE, WHETHER IN CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST SAVINGS, PROFITS OR BUSINESS INTERRUPTIONS) ARISING OUT OF OR PERTAINING TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.2 THE LIMITATIONS IN THIS SECTION SHALL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EVEN IF AN EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

15. **Disclaimer:** WITH THE EXCEPTION OF WARRANTIES AND REPRESENTATIONS HEREIN, THE GROOVE DISCLAIMS ALL OTHER REPRESENTATIONS OR WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, DATA ACCURACY, SYSTEM INTEGRATION, OR QUIET ENJOYMENT. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES RESULTING FROM OR DUE TO SITUATIONS RESULTING FROM FORCE MAJEURE.

16. **Indemnity**: The Groove shall indemnify, defend and hold harmless the Customer, and its and their respective directors, officers and employees (the "Customer Indemnified Parties") from and against any and all damages (including taxes), and all related costs and expenses, including reasonable legal fees and disbursements, and costs of investigation, litigation, settlement, judgment, appeal, interest, fines and penalties finally awarded in a final judgment or any settlement paid or owed (collectively, "Damages") to a third party in connection with a claim of such third party (the foregoing, collectively, "Claims" and each a "Claim") to the extent arising out of or relating to an allegation that the Services or Work Product provided by The Groove infringes or misappropriates such third party's copyrights or trade secrets. The Groove's obligations under this Section are conditioned upon: (i) Customer providing prompt notice of any Claim to The Groove; (ii) The Groove having full control over the defense or settlement of such Claim with counsel of its choice; and (iii) Customer's reasonable cooperation with The Groove, at The Groove's cost and expense, in connection with the settlement and defense of such Claim. Notwithstanding anything to the contrary contained in this Agreement, The Groove shall have no liability or obligation under this Section or otherwise under this Agreement to the extent a Claim is based upon or arises from (a) use of the Services or any deliverable in combination with software, hardware or other technology not provided by The Groove, (b) any acts, omissions, products or services of Workday, Inc. or any other third party supplier or contractor of Customer, (c) any specifications, data, materials or other information provided by Customer to The Groove, or (d) the negligence or willful misconduct of Customer.

17. **Order of Precedence**: The terms and conditions of the body of this Agreement shall control over terms and conditions in an SOW. Notwithstanding the foregoing, when a SOW expressly references a term or condition of the body of this Agreement and expressly states the intent of the Parties to override such term or condition, the applicable term or condition of such SOW shall control for purposes of that particular SOW.

18. **Assignment**: Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, with the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either part may assign this Agreement in its entirety (including all SOWs), without consent of the other party, in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Any attempt by a party to assign its rights obligations under this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

19. **Entire Agreement**: This Agreement constitutes the entire agreement between the Parties with respect to their subject matter and shall not be modified or rescinded except by a writing signed by the Customer and The Groove. The SOWs are incorporated herein by this reference. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements, understandings of the Parties, and written or oral representations of either Party with respect to the subject matter of this Agreement, and any letter of intent or memorandum of understanding executed by the Parties with respect to the Services. This Agreement shall govern the rights and obligations of the Parties beginning on the Services Start Date.

20. **Relationship of the Parties:** The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

21. **Marketing/Customer Reference:** Upon Customer's review and consent, Customer agrees to be a reference account for The Groove. Upon Customer's review and consent, The Groove may use Customer's name and logo on The Groove's website and in its customer lists, marketing collateral and material, case studies, and investor information. The Groove may issue a press release regarding this Agreement, or the scope of Services performed for Customer.

22. **Notices**: Whenever under this Agreement or any SOW notice is required or permitted to be given, such notice shall be in writing and effective upon receipt. All notices shall be hand delivered, sent by a reputable commercial overnight courier, or mailed by registered or certified United States mail, return receipt requested, postage prepaid, and addressed to the addressee at its address set forth below. Such notice shall be effective three (3) days from the date sent by registered or certified mail, and one (1) day from the date sent by hand, facsimile or overnight courier to the addresses set forth below. A Party may change its address, fax number or email address information for notice by giving prior written notice of the new address in conformity with the foregoing and the date upon which such new address will become effective.

To Customer: **To The Groove:**

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives.

The Groove Global, LLC	___________________________________
Signature ____________________________	Signature ________________________________
Print Name ____________________________	Print Name ________________________________
Date ____________________________	Date ________________________________

END USER SUBSCRIPTION AGREEMENT

This End User Subscription Agreement ("Agreement") shall apply exclusively to Workday Service(s) that you are ordering through Reseller. These terms shall control and take precedence over any conflicting terms in a Reseller agreement or any other contract, request for quote, terms and conditions, or statement of work in scope. This Agreement is considered part of any agreement or quote issued by Reseller and Customer hereby agrees to this Agreement as it relates to the Workday Service(s).

1. Provision of Service. Workday shall make the Service available to Customer for use by Customer, its Affiliates and Authorized Parties for whom Customer enables access solely for the internal business purposes of Customer and its Affiliates, subject to this Agreement. The Service is provided in U.S. English. Notwithstanding anything contained in any Contract Vehicle or other Reseller Agreement, the Workday Services shall perform according to the Documentation.

1.1 Invoices & Payment. Subscription Fees and all other fees due to Reseller hereunder will be invoiced for an amount and with payment terms as per Customer's Agreement with Reseller, and in a format specified by the applicable Reseller Agreement, including any additional payment instructions or deviations. Unless otherwise detailed in an applicable Order Form, all fees are based on access rights acquired and not actual usage.

1.2 Suspension for Non-Payment. Except where prohibited by Law or applicable Contract Vehicle, and except with respect to charges subject to a reasonable and good faith dispute, if Reseller has failed to make payment on behalf of Customer's account for more than thirty (30) days past due, in addition to any other rights or remedies Workday may have under this Agreement or by Law, Workday reserves the right to suspend the Service upon thirty (30) days written notice, without liability to Customer, until such amounts are paid in full, or until Customer has requested novation of this Agreement to Workday.

1.3 Taxes. Except when Customer has a valid tax exemption certificate authorized by the appropriate taxing authority, Customer is responsible for paying to Reseller all Taxes imposed on the Service or any other services provided under this Agreement. Customer agrees to assist Reseller in providing Workday with a valid reseller certificate where required for tax exemption purposes. If Workday has a legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, the appropriate amount shall be computed based on Customer's address as provided to Workday by Reseller.

2. Customer Obligations. Customer shall have sole responsibility for (a) obtaining and verifying it has all authorizations, consents, and rights necessary to use the Service; (b) the accuracy, quality, and legality of all Customer Content, and shall take commercially reasonable efforts to prevent unauthorized access to, or use of, the Service, and shall notify Workday promptly of any unauthorized access or use; (c) any Non-Workday Content it installs, uses, or enables; and (d) ensuring compliance with the Agreement and the AUP by its Affiliates and Authorized Parties, and any breach by its Affiliates or Authorized Parties will be deemed a breach by Customer. Customer shall not: (1) use the Service in violation of Laws or the Documentation; (2) in connection with the Service, send or store infringing, obscene, threatening, or otherwise unlawful or tortious material, including material that violates privacy rights; (3) knowingly send or store Malicious Code in connection with the Service; (4) knowingly interfere with or disrupt performance of the Service or the data contained therein; or (5) attempt to gain access to the Service or its related systems or networks in a manner not set forth in the Documentation. During the applicable subscription Term, Workday reserves the right to suspend Customer's access to an applicable Service in the event Workday reasonably determines such action is necessary to preserve the integrity and/or security of such Service or Workday or its suppliers in good faith reasonably determines that Customer has violated the AUP; however, Workday will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension.

3. Proprietary Rights.

(a) Customer Ownership. As between Workday and Customer, Customer owns all right, title and interest to its Customer Content. Workday shall have the right to only use Customer Content to provide the Service (including Improvements), subject to this Agreement.

(b) Workday Ownership. As between Customer, Workday, and Workday's licensors, Workday or its licensors own all right, title and interest to the Service (including any third-party content Workday makes available through the Service) and Documentation, including all related Intellectual Property Rights.

(c) Customer Input. Customer hereby grants Workday a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into its services any Customer Input. Workday will have no obligation to make Customer Input an Improvement. Customer will have no obligation to provide Customer Input.

3.1 Restrictions. Customer shall not (a) modify, copy, or create derivative works based on, the Service or Documentation; (b) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, offer in a service bureau, or otherwise make the Service or Documentation available to any third party other than to Authorized Parties as permitted herein; (c) reverse engineer or decompile any portion of the Service or Documentation, including but not limited to, any software utilized by Workday in the provision of the Service and Documentation, except to the extent required by Law; (d) access the Service or Documentation in order to build any commercially available product or service; or (e) copy any features, functions, integrations, interfaces or graphics of the Service or Documentation. Notwithstanding item (e), the Customer may make a reasonable number of copies of the Documentation for internal business purposes only.

4. Confidentiality. Except as detailed in Section 4.1, each party (the "**Recipient**") shall use the same degree of care that it uses to protect its own confidential information of like kind (but in no event using less than a reasonable standard of care) not to disclose or use any Confidential Information of the other party (the "**Discloser**") except as reasonably necessary to perform the Recipient's obligations or to exercise the Recipient's rights under this Agreement or with the Discloser's prior written permission. For purposes of clarification, this Section 4 also applies to Confidential Information either party or its Affiliates shares with the other party or its Affiliates related to potential future subscription services. Either party may disclose Confidential Information on a need to know basis to its Affiliates, advisors, contractors and service providers, including third party submission tools or online portal providers required by the Discloser for internal business purposes ("**Representatives**"), who are bound by confidentiality obligations at least as restrictive as those in this section. The Recipient shall be responsible for any acts or omission of its Representatives with respect to protection of the Discloser's Confidential Information. The parties agree that the Recipient's or its Representatives' online portal terms conflicting with the terms of this Section 4 (a) shall not be binding on the Discloser submitting its Confidential Information to the Recipient through the Recipient's or its Representative's online portal, (b) this Section 4 applies to all such Confidential Information disclosed to the Recipient through such online portals; and (c) are superseded by this Agreement with respect to confidentiality obligations.

4.1 FOIA/Public Disclosure Laws. Workday acknowledges that Customer may be compelled to disclose certain Workday Confidential Information pursuant to the Federal Freedom of Information Act and/or any state equivalents or other applicable public disclosure Laws. A disclosure by the Customer of Workday's Confidential Information to the extent required by Law shall not be considered a breach of the Agreement, provided the Customer promptly provides Workday with prior notice of such compelled disclosure (to the extent legally permitted), follows the process set forth in any applicable public records law(s), and provides reasonable assistance, at Workday's cost, if Workday wishes to contest the disclosure. Subject to the foregoing, in the event of any request by a government agency or law enforcement authority for access to Customer Content, Workday will seek to redirect the inquiry to Customer. In all such cases, Workday will take all reasonable and legally permissible measures to protect the Customer Content and to inform Customer of such demand.

4.2 FERPA. To the extent Customer is an educational institution subject to the Family Educational Rights and Privacy Act ("FERPA") and determines that Workday is a School Official for purposes of 34 CFR §99.31(a)(1)(i)(B), Workday will comply with its obligations thereunder by complying with the terms of this Agreement and the DPE.

4.3 Business Associate Exhibit. If a Customer concludes that the Service will include access to Customer Content that is protected by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and Customer is a Covered Entity as defined under HIPAA, the parties agree to attach

Workday's Business Associate Exhibit to the Agreement, which shall apply to Workday's receipt, maintenance or transmission of Protected Health Information from, or on behalf of Customer, as described in such Exhibit.

5. Protection and Security of Customer Content and Privacy.

5.1 Security Program. Workday maintains a security program that conforms to the Workday Security Exhibit.

5.2 Third-Party Certifications and Audits. Workday maintains Audit Reports as set forth in the applicable Product Terms. Through Workday's customer self-service systems or upon Customer's written request, Workday shall make available to Customer Workday's then-current Audit Reports for the applicable Service application to enable Customer to verify Workday's compliance with its obligations under this Agreement. Audit Reports constitute Workday's Confidential Information and are subject to the confidentiality terms in this Agreement or separate confidentiality agreement terms (as applicable).

5.3 Privacy. Personal Data will only be processed in accordance with the Data Processing Exhibit.

5.4 Unauthorized Disclosure. If Reseller, Customer, or Workday becomes aware of a Security Breach, that party must promptly notify the other parties, unless legally prohibited from doing so, within 48 hours or any shorter period required by Law except that Customer is not required to notify Workday unless Customer reasonably determines there is a threat to the Service. Additionally, each party shall reasonably assist the other party in mitigating any potential damage. As soon as reasonably practicable after any Security Breach, Workday shall conduct a root cause analysis and, upon request, shall share the results of its analysis and its remediation plan with Customer. Unless prohibited by Law, each party shall provide the other party with reasonable notice of and the opportunity to review and comment on the content of all public notices, filings, or press releases about a Security Breach that identify the other party by name prior to any such publication.

6. Warranties. Each party warrants that it has the authority to enter into this Agreement and, in connection with its performance of this Agreement, shall comply with all Laws. Workday warrants that during the applicable subscription Order Term: (a) the overall Service (1) will not be materially decreased; and (2) will perform materially in accordance with the feature descriptions in the Documentation; and (b) to the best of Workday's knowledge, the Service does not contain, and Workday will not knowingly introduce, any Malicious Code (collectively, the "**Service Warranty**"). Customer shall use commercially reasonable efforts to notify Workday in writing, and provide a copy of the notice to Reseller, no later than 30 days after identifying a deficiency, but Customer's failure to notify Workday within that period will not affect Customer's right to receive warranty remedies unless Workday is impaired in its ability to correct the deficiency due to Customer's failure to notify. Notice of breaches of the warranty under item (1) must be made through Workday's then-current error reporting system; notices of breaches of any other warranty must be made in writing to Workday, with a copy provided to Reseller, in accordance with the notice provisions of this EUSA or as required by Contract Vehicle. The Customer's exclusive remedy and Workday's sole liability for breach of the Service Warranty is termination of the applicable Service. Unless agreed to in writing, or as required by Contract Vehicle, notice to Reseller of a warranty defect shall not constitute notice to Workday under this paragraph.

6.1 DISCLAIMER. EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WORKDAY MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WORKDAY DOES NOT WARRANT THAT THE SERVICE WILL BE ERROR FREE OR UNINTERRUPTED. THE LIMITED WARRANTIES PROVIDED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO THE CUSTOMER.

7. Indemnification.

7.1 Workday Indemnity. Workday shall defend Customer, at Workday's expense, against any third-party Claim brought against Customer alleging that the use of the Service as contemplated hereunder infringes that third party's Intellectual Property Rights and shall indemnify and hold Customer harmless against any Losses arising from such third-party Claim. Workday will have no liability for Claims or Losses to the extent they arise from: (a) modification of the Service by anyone other than Workday; (b) use of the Service in a manner inconsistent with the Documentation or in violation of this Agreement; or (c) use of the Service in combination with any other product or service not provided by Workday. If Customer is enjoined from using the Service or if Workday reasonably believes it will be enjoined, Workday may, at its sole option, obtain for Customer the right to continue use of the Service or replace or modify the Service so that it is no longer infringing. If neither of the foregoing options is reasonably available to Workday, then either party may terminate the applicable Service and Workday's sole liability, in addition to the indemnification obligations in this section, will be to refund any prepaid Subscription Fees for the Service that was to be provided after the effective date of termination.

7.2 RESERVED

7.3 Conditions. The indemnitor's obligations in Sections 7.1 are conditioned on the indemnitee: (a) promptly giving written notice of the third party Claim to the indemnitor (although a delay of notice will not relieve the indemnitor of its obligations under this section except to the extent that the indemnitor is prejudiced by such delay); (b) giving the indemnitor sole control of the defense and settlement of the third party Claim (although indemnitor may not settle any third party Claim unless it unconditionally releases indemnitee of all liability); and (c) providing to the indemnitor, at the indemnitor's cost, all reasonable assistance. Sections 7.1 through 7.3 state each indemnitee's exclusive remedies and the indemnitor's sole obligations related to the subject matter of these sections.

8. Limitation of Liability.

8.1. LIMITATION OF LIABILITY. EXCEPT WITH RESPECT TO (A) DAMAGES CAUSED BY GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD OR (B) WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL WORKDAY OR ITS AFFILIATES' TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE FEES PAID OR PAYABLE UNDER CUSTOMER'S AGREEMENT WITH RESELLER FOR THE SERVICE DURING THE IMMEDIATELY PRECEDING 12-MONTH PERIOD FOR THE SERVICE FROM WHICH THE CLAIM AROSE.

8.2 EXCLUSION OF DAMAGES. EXCEPT FOR WORKDAY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE LIABILITY FOR LOST PROFITS OR REVENUES, LOSS OF USE OR DATA, BUSINESS INTERRUPTION, OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR COVER DAMAGES, HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF THE PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE EXCLUSIONS IN THIS SECTION WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW. CUSTOMER'S PAYMENT OBLIGATIONS WILL NOT BE CONSIDERED WORKDAY'S LOST PROFITS.

9. Term. The Term of this Agreement shall be as described in the Reseller Agreement or Contract Vehicle. Termination by Customer shall be as specified in the Reseller Agreement, except that nothing in the Reseller Agreement may confer termination rights to the Workday Service or obligate Workday beyond the rights specified in this Section 9.

9.1 Termination by Workday. If not otherwise prohibited by Contract Vehicle, Workday may terminate this Agreement upon thirty (30) days prior written notice to Customer of a material breach by the Customer or Reseller if such breach remains uncured at the expiration of such notice period. In the event this Agreement is terminated, all Order Forms are simultaneously terminated. In the event of a breach by Reseller, and provided Customer is in compliance with all terms of this Agreement, Workday will agree in good faith to negotiate a novation as specified in Section 9.9 (Novation to Workday) to allow Customer to continue using the Service. This provision shall not apply to Federal Customers.

9.2 Suspension. Workday may temporarily suspend Customer's access to, or use of, the Services if Workday believes that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; or (b) Customer is accessing or using the Services to commit an illegal act; or (c) Customer is accessing or using the Services in a way that is prohibited by or inconsistent with the service description contained in an applicable Order Specification . When reasonably practicable and lawfully permitted, Workday will provide Customer with advance notice of any such suspension. Workday will use reasonable efforts to re-establish the Services promptly after Workday determines that the issue causing the suspension has been resolved. During any suspension period, Workday will make Customer Content available. Any suspension under this paragraph shall not excuse payment as required by the applicable Contract Vehicle or Reseller Agreement.

9.3 Effect of Termination. Upon any expiration or termination of this Agreement, all Order Forms shall immediately terminate and Customer shall, as of the date of such expiration or termination, immediately cease accessing and otherwise utilizing the applicable Service (except as permitted under the section entitled "Retrieval of Customer Content" and "Transition Period before Final Termination") and shall also cease accessing Workday Confidential Information. Termination for any reason shall not relieve Customer of the obligation to pay any fees accrued or due and payable to Reseller prior to the effective date of termination. Additionally, termination for any reason other than Workday's uncured material breach or as allowed by Reseller Agreement or Contract Vehicle, shall not relieve Customer of the obligation to pay all future amounts due except as detailed in the applicable Contract Vehicle or Reseller Agreement.

9.4 Transition Period before Final Termination. If this Agreement is terminated and Customer submits a written request to Workday or Reseller prior to any such termination for a one-time transition period, Workday will continue to provide the Service for up to three (3) months after the effective date of such termination (the "Transition Period"), subject to the terms and conditions of this Agreement. Monthly fees for the Transition Period will be quoted through Reseller. Notwithstanding the foregoing, if Workday is enjoined from performing, or termination of this Agreement was due to Customer's breach, Workday has no obligation to perform under this section unless it receives from Reseller (i) payment of all fees not subject to reasonable and good faith dispute, (ii) prepayment of fees for further services, and (iii) certification of ongoing compliance with the terms of this Agreement during the Transition Period.

9.5 Transition Consulting Services. During a Retrieval Period or Transition Period, Workday will provide cooperation and assistance as Customer may reasonably request to support an orderly transition to another provider of similar software, services, or to Customer's internal operations. Such cooperation and assistance will be limited to consulting regarding the Workday Service and will be subject to a fee quoted through Reseller that is based on Workday's then-current rates for consulting services and such services will be set out in a statement of work. Notwithstanding the foregoing, in the event of termination of this Agreement by Workday for Customer's breach, Workday may withhold the provision of transition consulting services and condition further performance upon (i) payment of undisputed fees then owed by Reseller and (ii) prepayment of fees for further services by Reseller.

9.6 Retrieval of Customer Content. Upon Customer's written request made on or prior to expiration or termination of the Agreement (including any Transition Period), Workday shall give Customer limited access to the Service for a period of up to 60 days, at no additional cost, solely for purposes of retrieving Customer Content ("Retrieval Period"). After such Retrieval Period and subject to Workday's legal obligations, Workday has no obligation to maintain or provide any Customer Content and shall, unless legally prohibited, delete Customer Content by deleting Customer's applicable Instance; provided, however, that Workday will not be required to remove copies of the Customer Content from its backup media and servers until such time as the backup copies are scheduled to be deleted, provided further that in all cases Workday shall continue to protect the Customer Content in accordance with the Agreement. Customer Content will be made available for extraction in a machine readable format as described in the Documentation.

9.7 Surviving Provisions. The following provisions of this Agreement shall <u>not</u> survive and will have no further force or effect following any termination or expiration of this Agreement: (i) Section 1. Provision of Services" and (ii) those provisions granting Customer access to any SKU(s) and services referenced in any applicable Order Form(s). All other provisions of this Agreement shall survive any termination or expiration of this Agreement.

9.8 Novation to Workday. This End User Subscription Agreement and all applicable Order Forms may be novated to Workday: (1) Upon mutual agreement between Customer, Reseller and Workday; or (2) if Reseller has failed to pay the applicable subscription fees, there is a material threat of Reseller's bankruptcy or insolvency, or is otherwise in breach of its Agreement to Workday, to Customer, or to the applicable Contract Vehicle, and upon mutual agreement between Customer and Workday. Such novation shall be memorialized in a separate, mutually agreed upon novation agreement between the parties. The term of the novated agreement, which will become a Main Subscription Agreement as between Customer and Workday, shall be for whatever subscription period was remaining on Reseller's Agreement or as otherwise negotiated. Workday and Customer's obligations and terms and conditions shall be limited to those specified in this End User Subscription Agreement, including all applicable Order Forms, or as otherwise negotiated in the novation agreement. Any other Terms and Conditions or obligations contained in Reseller's Agreement unrelated to performance of the Service or applicable fees shall remain as between Customer and Reseller, and Workday shall have no obligation to fulfill any additional requirements or services to Customer. This provision shall not apply to Federal Customers.

10. General Provisions.

10.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create nor is it intended to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. This agreement, when attached to Reseller's contract with Customer, is designed to create a mutual third-party beneficiary relationship between Workday and Customer. No other third-party beneficiary relationships shall be considered a part of this agreement unless otherwise explicitly identified.

10.2 Insurance. Workday shall maintain, at its own expense, the types of insurance coverage specified below, on standard policy forms and with insurance companies with at least an A.M. Best Rating of A-VII at the time of policy inception. Upon Customer's written request, Workday shall provide a certificate of insurance evidencing the following coverages: (a) Workers' Compensation insurance prescribed by applicable local law and Employers Liability insurance with limits not less than $1,000,000 per accident/per employee; (b) Commercial General Liability insurance including Contractual Liability Coverage, with coverage for products liability, completed operations, property damage and bodily injury, including death, with an aggregate limit of no less than $2,000,000; and (c) Technology Professional Liability Errors & Omissions policy (which includes Cyber Risk coverage and Computer Security and Privacy Liability coverage) with a limit of no less than $10,000,000 per occurrence and in the aggregate. Limits for (1) Employers Liability only, and (2) may be achieved through a combination of primary and excess liability/umbrella policies to reach the level of coverage shown above. Should any of the above described policies be canceled before the expiration date thereof, notice will be delivered to Workday in accordance with policy provisions.

10.3 Notices. Unless expressly stated otherwise, all notices under this Agreement shall be in writing and shall be deemed to have been given upon: (i) personal delivery; or (ii) the third business day after first class mailing. Notices to Workday shall be sent to its General Counsel at legal@Workday.com or other contact indicated by the Reseller. Notices to Customer shall be sent to the address provided by Reseller. Each party may modify its recipient of notices by providing notice pursuant to this Agreement either directly or through communication with Reseller.

10.4 Background Check. Unless prohibited by law, Workday agrees to conduct (or has previously conducted) a criminal background check on personnel employed by Workday (or will require its subcontractors to conduct a background check on their own personnel) who will have access to Customer Content. Such background check shall be in the form generally used by Workday in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process. Workday will not allow any person performing under this Agreement on behalf of Workday to be assigned to have access to Customer Content whose background check revealed a conviction of any violent crime or crime involving theft, dishonesty, moral turpitude, breach of trust, or money laundering.

10.5 Code of Conduct. Workday has a published code of conduct available on its public web site with rules for ethical business conduct which complies with applicable law. Workday uses commercially reasonable efforts to ensure that Workday complies with its code of conduct, including but not limited to periodic training of employees about the code.

10.6 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right or any other right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

10.7 Force Majeure. Neither party shall be liable for any failure or delay in performance under this Agreement for causes beyond that party's reasonable control and occurring without that party's fault or negligence, including, but not limited to, acts of God, acts of government, flood, fire, civil unrest, acts of terror, strikes or other labor problems (other than those involving Workday or Customer employees, respectively) ("**Force Majeure**"). Dates by which performance obligations are scheduled to be met will be extended for a period of time equal to the time lost due to any delay so caused, provided that notice of the Force Majeure event is given in writing within fifteen (15) days after the Force Majeure event begins. Such notice shall identify the nature of the Force Majeure event, its expected duration and the probable impact on the performance of the affected party's obligations.

10.8 Assignment. Except as specified in Section 9.9 (Novation to Workday), neither Customer nor Reseller may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms) without consent of the other party in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets (an "M&A assignment") so long as the assignee agrees to be bound by all of the terms of this Agreement in an amendment to this Agreement and all past due fees are paid in full or otherwise accounted for in the amendment. In no event shall Customer have the right to assign this Agreement to a direct Competitor of Workday. In the event of an M&A assignment, the non-assigning party shall be entitled to request from the assignee information to demonstrate that the assignee has the necessary resources and expertise to provide the Service. Failure to provide such information shall be a material breach of this Agreement. Any attempt by a party to assign its rights or obligations under this Agreement other than as permitted by this section shall be void and of no effect. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. This provision shall not apply to Federal Customers.

10.9 Governing Law; Venue.

a. If Customer is
    a. U.S. federal government or any agency, department, instrumentality, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with U.S. federal law, and jurisdiction and venue shall be as required or permitted by federal law or regulation.
    b. A state government or any agency, department, instrumentality, public university or school system, private university that accepts public funds, public development corporation or authority, or other entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of that state, and jurisdiction and venue shall be as required by the laws of that state.
    c. A local government or any agency, department, instrumentality, public university or school system, public development corporation or authority, or entity thereof, then this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the state where the local government located, and jurisdiction and venue shall be as required by the laws of that state.

b. Except as otherwise provided for in Paragraph a, this Agreement and any other ancillary agreement between the parties shall be governed and construed in accordance with the laws of the State of

New York, without giving effect to its principles of conflict of law thereof that would require the application of the laws of any other state or jurisdiction.

c. Process may be served on either party by first-class registered mail, as well as in any other manner authorized by applicable law or court rule. Neither the UCITA nor the United Nations Convention on Contracts for International Sale of Goods will apply to this Agreement, except as expressly adopted herein.

10.10 Export. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and using the Service. Without limiting the generality of the foregoing, Customer shall not make the Service available to any person or entity that: (i) is located in a country that is subject to a U.S. government embargo; (ii) is listed on any U.S. government list of prohibited or restricted parties; or (iii) is engaged in activities directly or indirectly related to the proliferation of weapons of mass destruction, unless authorized by the United States government.

10.11 Workday SLA Service Credits. If, in any rolling six-month period, Workday fails to meet the monthly Service Availability or Service Response commitments described in the SLA (a "Failure"), Customer may request the following remedies from Reseller no later than six months after the applicable Failure occurs: (1) a meeting to discuss possible corrective actions for the first Failure; (2) a 10% Service Credit for a second Failure; (3) a 20% Service Credit for a third Failure; and (4) a 30% Service Credit for a fourth Failure. In this Agreement, "Service Credit" means a credit equal to the stated percentage of the applicable monthly Subscription Fee for the affected Service. Workday shall direct Reseller to deduct the highest applicable Service Credit from the next invoice for Subscription Fees or, if there is no subsequent invoice, shall refund the Service Credit to the Reseller who will pass on the Credit to Customer. The remedies in this section are the Customer's exclusive remedies for any Failure.

10.12 Applicability of Order Forms. All Workday Services and Subscriptions are provided as described in the applicable Order Form used by Workday in its normal course of business. With regards to Workday's obligations to Customer, the terms applicable to a particular SKU contained on an Order Form is available here: https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index.html. Any Terms and Conditions on an Order Form that relate to indemnification or payment, or that otherwise conflict with the applicable Contract Vehicle, or that are otherwise prohibited by law, shall not apply to Customer. The description of the service on the Order Form shall take precedence over any conflicting descriptions in a final quote or order even when Customer is not a party to the Order Form, unless Reseller and Customer specifically negotiate otherwise in writing an alternative description, and provided that any conflicting or alternative descriptions shall not be binding on Workday.

10.13 Federal Government End Use Provisions. Workday provides pre-existing, commercial Service, including related software and technology, for federal government end use solely in accordance with the terms and conditions of this Agreement, and Workday provides only the technical data and rights as provided herein. If a government agency has a need for rights not conveyed under these terms, it must negotiate with Workday to determine whether there are acceptable terms for transferring additional rights. A mutually acceptable addendum specifically conveying such rights must be executed by the parties in order to convey such rights beyond those set forth herein. For avoidance of doubt, Workday does not currently provide the Service for use in furtherance of a federal prime or subcontract. Additionally, the parties agree that the purpose of this Agreement is to provide a sophisticated integrated system solution, principally for the provision of a product, not a service and as such, neither the Service Contract Act nor its related statutes or regulations apply to Workday's performance hereunder.

10.14 Publicity. Except as set forth herein, Workday shall not use Customer's name, logos or trademarks, without the prior written consent of Customer, in any written press releases, advertisements and/or marketing materials. Notwithstanding the foregoing, Workday may use Customer's name in lists of customers and on its website, including, but not limited to, Workday's community portal; however, such usage shall not be classified as an advertisement but only identification as an entity who receives the

Service from Workday. For the avoidance of doubt, this section does not prohibit Workday from referencing Customer's name in a verbal format.

10.15 Miscellaneous. This Agreement supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter and is entered into without reliance on any promise or representation other than those expressly contained in this Agreement. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both parties. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.16 Local Law Requirements: Canada. With respect to Customers domiciled in Canada, the following provisions shall apply: (a) Choice of Language. The parties accept that the terms of this Agreement be drafted in English. Les parties acceptent que les conditions des présentes soient rédigées en anglais. (b) "Gross Negligence" means any act or failure to act in breach of a duty of care that was intended to cause harm, which rises to the level of intentional wrongdoing, or was reckless in regard of or wanton indifference to the harmful and foreseeable consequences of such act or failure to act but does not include an act or failure to act that constituted merely a lack of due care (or a contractual breach alone).

11. Definitions.

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control by either party. For purposes of the preceding sentence, "control" means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"**Agreement**" means this Main Subscription Agreement, including the SLA, Security Exhibit, Data Processing Exhibit, Business Associate Exhibit, and any other exhibits, addenda, or attachments hereto, and any fully executed Order Form.

"**Audit Reports**" means the most recently completed security audit reports prepared by Workday's independent third party auditor and other security relevant assessment reports for the applicable Service as identified in the Product Terms, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the applicable Audit Report during the Term.

"**AUP**" means the acceptable use policy for the applicable Service located at https://community.workday.com/aup, which also incorporates by reference acceptable use policies of applicable Workday Subprocessors.

"**Authorized Parties**" means Customer's or an Affiliate's Workers and third party providers who are authorized by Customer (a) in writing, (b) through the Service's security designation, or (c) by system integration or other data exchange process to access Customer's Instance or receive Customer Content.

"Claim" means a claim, demand, lawsuit or other legal proceeding brought against a party to this Agreement.

"**Confidential Information**" means (a) any software utilized by Workday in the provision of the Service and its respective source code; (b) Customer Content; (c) each party's business or technical information, including but not limited to the Documentation, training materials, any information relating to software plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how and other significant and valuable business information that would otherwise be considered to be trade secrets under Law, that is designated by the disclosing party as "confidential" or "proprietary" or the receiving party knows or should reasonably know is confidential or proprietary; and (d) the terms, conditions and pricing of this Agreement (but not its existence or parties). Confidential Information does not include any information that, without the Recipient's breach of an obligation owed to the Discloser: (1) is or becomes generally known to the public; (2) was known to Recipient prior to disclosure by Discloser; (3) was independently developed by Recipient; or (4) is received by Recipient from a third party. Customer Content will not be subject to the exclusions set forth in this definition.

"Contract Vehicle" means a consortium or government wide acquisition contract that Workday is either a party to directly, or which Workday has allowed Reseller to use to sell Workday Services, and, if applicable, has been incorporated in the Reseller Agreement.

"**Customer Content**" means electronic data or information submitted to the Service by Customer or Authorized Parties.

"**Customer Input**" means suggestions, enhancement requests, recommendations or other feedback provided by Customer, its users and/or Authorized Parties relating to the operation or functionality of the Service.

"**Data Processing Exhibit**" or "**DPE**" means the Universal Data Processing Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html,which may be updated by Workday from time to time to comply with applicable Data Protection Laws applicable to Workday as a Data Processor. No update will materially decrease Workday's Data Processor obligations under the DPE.

"**Documentation**" means the current version of the Workday electronic Administrator Guide for the applicable Service application, which may be updated by Workday from time to time.

"**Enhanced Features**" shall have the same meaning as set forth in the applicable Product Terms.

"**Improvements**" means all improvements (including verification of such improvements), updates, enhancements (including Enhanced Features), error corrections, bug fixes, prevention of or addressing service or technical problems, release notes, upgrades and changes to the Service and Documentation, as developed by Workday and made generally available for Production use without a separate charge to Customers.

"**Instance**" means a unique instance of the Service, with a separate set of Customer Content held by Workday in a logically separated database (i.e., a database segregated through password-controlled access).

"**Intellectual Property Rights**" means any and all common law, statutory and other industrial property rights and intellectual property rights, including copyrights, trademarks, trade secrets, patents and other proprietary rights issued, honored or enforceable under any applicable laws anywhere in the world, and all moral rights related thereto.

"**Law**" means any local, state, national and/or foreign law, treaties, and/or regulations applicable to the respective party.

"Loss" means reasonable attorneys' fees and any damages or costs finally awarded or entered into in settlement of a Claim.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other malicious code, files, scripts, agents or programs.

"**Non-Workday Content**" means a third-party product, web-based, offline, mobile, or other software application functionality or other content that is provided by Customer or a third party and interoperates with a Workday Service application.

"**Order Form**" means the commercial form that Workday uses to conduct its business in the customary course of its business or the equivalent document used by Reseller to convey the pricing and SKUs being purchased by Customer. An order form may contain product or service descriptions, pricing, or other usage terms. Order Forms, as used in this EUSA, do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement.

"**Personal Data**" has the definition set forth in the DPE.

"**Product Terms**" means the product terms for a specific Service application as identified via URL in or attached to the subscription Order Form, which may be updated by Workday from time to time; provided that no update will materially decrease the applicable security and privacy commitments and any such changes will not become effective until 30 days after notice to Customer.

“**Production**” means the Customer’s use of or Workday’s written verification of the availability of the Service (a) to administer its users (as identified in the applicable subscription Order Form); (b) to generate data for Customer’s books/records; or (c) in any decision support capacity. Production does not include sandbox, preview, or implementation Instance.

“**Reseller**” means the Contracting entity directly selling Workday Service to Customer.

“**Reseller Agreement**” means the contract between Reseller and Customer.

“**Security Breach**” means (a) any actual or reasonably suspected unauthorized use of, loss of, access to or disclosure of, Customer Content; provided that an incidental disclosure of Customer Content to an Authorized Party or Workday, or incidental access to Customer Content by an Authorized Party or Workday, where no reasonable suspicion exists that such disclosure or access involves theft, or is fraudulent, criminal or malicious in nature, shall not be considered a “Security Breach” for purposes of this definition, unless such incidental disclosure or incidental access triggers a notification obligation under any Law; (b) any Personal Data Breach as defined in the DPE, and (c) any security breach (or substantially similar term) as defined by Law affecting Customer Content.

“**Security Exhibit**” means the Universal Security Exhibit located at https://www.workday.com/en-us/legal/universal-contract-terms-and-conditions/index/exhibits.html, which may be updated by Workday from time to time. No update will materially decrease the protections provided by the controls set forth in the Security Exhibit.

“**Service**" means the applicable Workday software-as-a-service application and Improvements (as described in the Documentation and Product Terms) as subscribed to under an Order Form. For purposes of clarification, Service excludes professional services, support services, training services, and Non-Workday Content.

“**Signature Document**” means the document signed by the parties which lists all the terms and conditions forming part of this Agreement to which the parties agree to be bound.

“**SLA**” means the Production Support and Service Level Availability Policy for the Service application(s) identified in the applicable Product Terms, which may be updated by Workday from time to time. No update will materially decrease Workday’s responsibilities under the SLA.

“**Subscription Fees**” means all amounts invoiced and payable by Customer for the applicable Service under an Order Form.

Teller Software as a Service Agreement

This is the Teller Software as a Service Agreement **("Agreement")** dated as of <date> (the "**Effective Date**") between Can/Am Technologies Inc. ("**CanAm**") a company incorporated under the laws of Colorado, having its principal place of business at 1819 Denver West Dr, Suite 225, Lakewood, CO 80401 and City of Superior, WI, having its principal place of business at 11316 N 14th St. Superior, WI 54880 (hereinafter referred as **"Client")**.

RECITALS

1. Pursuant to the terms of this Agreement, CanAm will provide a web-based system to manage point of sale processes for Client.

2. This system assists Client in managing revenue intake from cashiering to balancing, providing reconciliation workflows, and is intended to provide Client with reporting and visibility into financial transactions, increasing the accountability and transparency of financial management for Client.

AGREEMENT

Client and CanAm agree as follows:

1. DEFINITIONS

1.1. Agreement – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

1.2. Annual Software as a Service Fee – the annual fee payable by Client (either to CanAm directly or to an authorized CanAm reseller, as applicable) for the use of Teller software, including Teller support services, including Updates, and SaaS Services provided by CanAm under this Agreement.

1.3. Concurrent User – means the users who are logged on at the same time and sharing a finite number of licenses.

1.4. Confidential Information – has the meaning set out in section 13 of this Agreement.

1.5. Configuration(s) – all work required to configure Teller to reflect the business rules, workflow, security and data requirements of Client. Configuration includes any custom reports, Interfaces, Plugins, and conversion scripts developed for Client.

1.6. Defect – a program error that will cause Teller to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of Teller as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. With the exception of Interfaces that connect Teller to Third-Party software as set out in a statement of work, defects do not pertain to problems arising from Third-Party Software interfaced to Teller, or to problems arising from Teller Configurations not developed by CanAm.

1.7. Enhancement – any work requested by Client to alter existing Teller features, or to add any new features or functions to Teller software.

1.8. Force Majeure – circumstances beyond a Party's reasonable control, including, without limitation, acts of God, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, pandemics, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party Software, or inability to obtain power used in or equipment needed for provision of the Services.

1.9. SaaS Services – the services provided at the Third-Party hosting facility that are provided by CanAm to Client.

1.10. SaaS Services Site – the Third-Party hosting facility, at a U.S. location of CanAm's choice, at which servers and related equipment are located.

1.11. SaaS Services SLA – the SaaS Service Level Agreement as provided in Exhibit B, and any subsequent addendums or amendments made in accordance with the provisions herein.

1.12. Client Infrastructure – any Client owned, leased, or licensed information technology hardware and/or software that is required by Client to perform business functions. This hardware and/or software can be providing the infrastructure needed to perform these functions or can also be used as a gateway to an external, non-client owned, infrastructure that provides the necessary business functions.

1.13. Deliverables – the services deliverables, documentation and defined milestone objectives set forth in a Statement of Work. For greater certainty, Deliverables shall not include any Third-Party Software or related documentation licensed directly to Client from a Third-Party, or any modifications or enhancements thereto or derivatives thereof.

1.14. Intellectual Property – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) Teller pre-existing and newly developed software, or pre-existing and newly developed software Configurations (including stock report definitions) of CanAm; b) CanAm methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing or newly-acquired material provided to Client by CanAm under separate license. For clarity, Intellectual Property does not include Third Party APIs that are incorporated into Teller solely as an Interface to Client devices or Third Party Software.

1.15. Interface – a connection with Third Party Software or hardware used to deliver a unified end user experience.

1.16. Named User – an individual internal to Client who has access to the Teller Production Database. A Named User may access the Teller Production Database from any workstation on Client's network or intranet, or via the Internet.

1.17. On Call Support – support outside of CanAm's support desk coverage (6 a.m. to 6 p.m. MT excluding CanAm published holidays).

1.18. Party or Parties – referring to CanAm or Client or both.

1.19. Plugin – additional functionality that extends core Teller features. Plugins may be added to Teller to permit additional functionality. Licensed Plugins are fully supported and may have their own release cycle separate from the Teller product release cycle.

1.20. Production Environment – the environment provided to Client for end user official business use.

1.21. Response Time – the target time for CanAm to respond to Critical, High, Medium and Low support requests (as defined in Section 6.3 of this Agreement).

1.22. Service(s) – the professional services to be provided pursuant to the Statement of Work (Exhibit C) or other written request.

1.23. Source Code – any and all program code or database definitions developed by CanAm programmers using a formal programming language and used by Teller software.

1.24. Specifications – means the requirements of the Deliverables as set forth in the Statement of Work (Exhibit C) or an amendment to this Agreement.

1.25. Statement of Work (SOW) – a document that describes the implementation services, software products, and other deliverables to be provided by CanAm (including its subcontractors if applicable) to Client under this Agreement. The Statement of Work is attached to this Agreement as Exhibit C.

1.26. Teller – an enterprise Point of Sale system that manages revenue intake from cashiering to balancing and reconciliation workflows in a single integrated database. Teller includes the reports and documentation that come with the Teller software.

1.27. Teller Annual Software as a Service Agreement – the document (i.e., this Agreement) which provides the terms and conditions under which the right to use Teller is provided to Client.

1.28. Test Environment – the environment set up by CanAm to provide testing and training capability for Client.

1.29. Third-Party – a person, corporation, organization or entity other than Client or CanAm.

1.30. Third-Party Software – any identifiable product embedded in and/or linked to Teller software, but to which the proprietary rights belong to an independent Third-Party.

1.31. Update(s) – updates to Teller issued by CanAm, generally every six (6) weeks, to general availability for Teller Clients.

2. SCOPE OF AGREEMENT

2.1. By this Agreement, CanAm agrees to provide Client with a single Annual Subscription Software License to use Teller in the Production Environment. This License includes the number of Interfaces, Concurrent Users, and/or Named Users identified in Exhibit A and subsequent purchase orders.

2.2. Client and CanAm agree that CanAm may opt to permit the use of this Agreement by broader public sector entities to procure Teller Software as a Service according to the terms and conditions of this Agreement as follows:

"Broader Public Sector Entities" means other political subdivisions, municipalities, tax-supported agencies and non-profit entities in the United States, including all local and state government agencies, academic institutions, school boards, special districts and any other public entities as acknowledged by the Federal government and any other public entities as agreed by Client.

With respect to purchases by Broader Public Sector entities, Can/Am acknowledges that such Broader Public Sector Entities shall make purchases in their own name, make payments directly to CanAm, and shall be liable directly to CanAm, holding Client harmless.

3. TERM OF AGREEMENT

3.1. This Agreement will remain in effect for a period of one (1) year from signing and will be renewed annually thereafter upon payment by Client of the Annual Software as a Service Fee within thirty (30) days of receipt of the renewal invoice, unless otherwise revised or terminated under the provisions of this Agreement. Each annual renewal invoice will be issued thirty (30) days prior to renewal.

4. GRANT OF LICENSE

4.1. This Agreement provides Client with a non-exclusive and non-revocable license for Teller as identified in Exhibit A of this Agreement. This license will be effective for as long as this Agreement is in place and Client remains current with payment of their Annual Software as a Service Fee.

4.2. Client is licensed to use Teller in one (1) Test Environment and one (1) Production Environment at CanAm hosting site.

4.3. Client is licensed to use Teller only for processing transactions associated with Client's business or public purposes. Any other use of Teller by Client is not permitted.

5. SOFTWARE AS A SERVICE FEE

5.1. Client agrees to pay an Annual Software as a Service Fee as specified in Exhibit A for license rights to Teller and for associated Teller support and Teller SaaS Services. The first year of the Teller Software as a Service Fee is billable upon execution of this agreement.

5.2. Client may subsequently add licenses and users throughout the Term for an additional price as set out in Exhibit A.

5.3. The Annual Software as a Service Fee does not include Configuration. CanAm may provide these Services for additional charge under a SOW or directly as professional services for the time and materials hourly rate established in Exhibit A.

5.4. Client agrees to remit payment annually within 30 calendar days of receipt of the invoice. CanAm reserves the right to charge Client one (1) per cent interest per month on the undisputed outstanding balance of any fees or expenses not paid with thirty (30) days of date of invoice.

6. SUPPORT SERVICES

6.1. CanAm agrees, during the term of this Agreement, to provide Teller support services in a timely and professional manner. CanAm will provide unlimited technical support for Client's Teller support personnel described in Section 7.2 of this Agreement. Support pertains to Teller and licensed Teller Plugins.

6.2. The Teller support web site will be available 24 x 7 for submitting Client support requests. The Teller support desk will be staffed from 6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding CanAm published holidays. Extended hours of On Call Support outside of these working hours can be provided at additional rates per Section 8.

6.3. When Client submits a support request through the Teller support web site during normal CanAm hours for support, as specified in Section 6.2 of this Agreement, CanAm and Client will categorize, and CanAm will escalate as appropriate, the support request according to the following criteria. To ensure the listed Response Time, Client must call the provided Teller support toll-free number to report or confirm Critical and High priority issues.

Severity	Definition	Response Time	Resolution Time
Critical	Client site is down. Major impact to operations of Client site.	< 15 minutes	Immediate and ongoing effort, with daily reporting to Client as necessary until a work-around or fix has been provided.
High	Major impairment of at least one important function at Client site. Operations at Client site are impacted. All important Client functions are working albeit with extra work.	< 1 hour	Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided.
Medium	Client Operations not significantly impacted. One or more minor Client functions not working. Major usability irritations impacting many staff at Client.	< 4 hours	Proceed with fix as medium priority work, according to schedule set by CanAm.
Low	Minor usability irritations. Work-around exists.	< 2 business days	Proceed with fix as low priority work, according to schedule set by CanAm

6.4. The Software as a Service Fee does NOT include technical support for Configurations and Third-Party Software not embedded within Teller, such as (but not limited to) operating system software and Microsoft Office products. Technical support for Teller related Third-Party hardware that may be used by Client, including scanners, printers, credit terminals, and other hardware peripherals is also not included.

6.5. CanAm will not begin charging Client for resolution of a non-Teller related problem until CanAm demonstrates to Client that the source of the problem is not related to a Teller Defect and Client has authorized work to resolve the issue. No time will be charged to Client for Teller Defects reported to CanAm.

6.6. Unless otherwise specified, Teller product warranty and support activities will be conducted at and deployed remotely. Travel and living expenses to provide on-site services deemed by CanAm at its sole discretion as required to repair a Teller Defect will not be charged to Client.

7. CLIENT OBLIGATIONS AND RESPONSIBILITIES

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

7.1. Infrastructure Support –managing the local Internet Service Provider (ISP) providing Client its internet connection and/or its wireless service; managing its own networks; managing all desktop and mobile hardware for Client staff and implementing its own security policies and procedures.

7.2. First-Line Teller Support – Client is responsible for providing first-line Teller support to Client staff. First-line Teller Client support is responsible for researching issues and assessing if they are the result of a Teller Defect. Client will identify a limited number of Client staff entitled to submit Teller support requests.

7.3. Future Updates – Client acknowledges that future Updates of Teller software may require different or additional Client equipment and/or software to function properly. CanAm will provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

8. PROFESSIONAL SERVICES

8.1. At the request of Client, CanAm may provide any or all of the following professional services: development of custom Configurations, report development, training, extended warranty, first line Teller support, On Call Support, and any other consulting activity. CanAm professional services may be purchased for an all-inclusive fixed-cost, or on a time-and-materials basis. All time and materials services will be approved in advance by the Client in a mutually agreed Statement of Work or other written request, and invoiced monthly based on the rates specified in Exhibit A. For fixed-cost services, all terms, conditions and costs will be specified in a mutually agreed Statement of Work.

8.2. CanAm will perform the Services and provide the deliverables that are described in each Statement of Work in accordance with the terms of the SOW and this Agreement, for the price and in accordance with the delivery dates and Specifications described in the Statement of Work.

9. PAYMENT FOR SERVICES

9.1. Client will pay (either to CanAm directly or to an authorized CanAm reseller, as applicable) the fees set out in the Statement of Work, plus all applicable taxes, upon acceptance of deliverables specified in the Statement of Work, subject to receipt of invoices from CanAm.

9.2. CanAm will submit invoices and other supporting documentation which may be required by Client describing the Services and deliverables for which payment is claimed.

9.3. Client will pay, without set-off or deduction, each invoice or undisputed portion of an invoice within thirty (30) days from receipt of the invoice. Any disputes will be resolved according to the dispute resolution process set out in Section 17 of this Agreement. CanAm reserves the right to charge Client one (1) per cent interest per month on any undisputed outstanding balance of any fees or expenses not paid within thirty (30) days of date of invoice.

10. SOURCE CODE

10.1. This license will provide Client with run-time only capability for Teller as described in Section 2 of this Agreement.

10.2. Source code (metadata) to custom Configurations, reports, and specialized code developed specifically for Client will be provided to Client upon request.

11. REPRESENTATIONS AND WARRANTIES

11.1. CanAm will repair Teller Defects reported by Client during the term of this Agreement at no additional charge to Client. CanAm will make all reasonable efforts to resolve Defects quickly, via an Update if necessary.

11.2. The warranty on all CanAm-developed custom Configuration is defined in the applicable SOW. Subject to clause 11.4, licensed Interfaces are warranted. Material changes to the Client environment may require additional fee-based work.

11.3. CanAm does not provide warranty for any custom Configuration, custom code not developed by CanAm, or Third Party files included with Teller that are required to integrate with equipment or Third Party software.

11.4. CanAm warrants that it has full power and authority to grant this Teller license and that as of the effective date of this Agreement, the Teller software does not infringe on any existing Intellectual Property rights of any Third Party. If a claim of infringement is made by any Third Party, CanAm may, at its sole option either:

a) secure for Client the right to continue using the Teller software; or

b) modify the Teller software so that it does not infringe.

If CanAm cannot or does not either secure for Client the right to continue using the Teller software or modify the Teller software so that it does not infringe, Client may terminate this Agreement for CanAm's breach under Section 15.2. This represents Client's sole and exclusive remedy with respect to this warranty.

CanAm has no obligation to indemnify Client under this Section if any infringement claim is based upon or caused by the following: (i) a use for which Teller was not designed or specified; (ii) design specifications or any data, information, drawings, manuals, script, or like materials provided by Client to CanAm, which has resulted in the infringement action; and/or (iii) the unapproved combination, operation or use of Teller with any other Third Party product not provided by CanAm, to the extent that such combination, operation, or use results in the loss, damage, claim or expense in question. CanAm provides no warranty whatsoever for any Third Party software or hardware products. In the event of an infringement claim for which Client is or may be entitled to indemnification hereunder, CanAm will assume the defense at CanAm's sole expense. CanAm will consult with Client regarding any settlement of any Third Party Claim but shall not be required to receive Client's consent to settle any such claim, provided that no settlement shall require Client to admit any wrongdoing without Client's consent. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

11.5. TO THE MAXIMUM EXTENT PERMITTED BY LAW, CANAM AND ITS LICENSORS AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABLE QUALITY OR FITNESS FOR PARTICULAR PURPOSE, WHETHER ARISING BY STATUTE OR IN LAW OR AS A RESULT OF A COURSE OF DEALING OR TRADE USAGE.

11.6. THIS SECTION 11 SETS OUT THE SOLE AND EXCLUSIVE REMEDY WHICH APPLIES OR SHALL APPLY TO TELLER AND THE SERVICES. NO ORAL OR VERBAL ADVICE OR INFORMATION GIVEN BY EITHER PARTY, THEIR AFFILIATES OR ITS OR THEIR AGENTS, SERVANTS, EMPLOYEES, OR REPRESENTATIVES, SHALL CREATE A DIFFERENT OR GREATER WARRANTY, AND THE PARTIES ACKNOWLEDGES THAT IT MAY NOT RELY UPON ANY SUCH ORAL OR WRITTEN COMMUNICATIONS TO CREATE OR ESTABLISH WARRANTY RIGHTS IN EXCESS OF THE SOLE AND EXCLUSIVE WARRANTY HEREIN.

12. OWNERSHIP OF SOFTWARE AND DATA

12.1. CanAm has exclusive licensing and distribution rights for Teller software (Copyright © 2004 – 2025, all rights reserved), including Teller; licensed Teller Plugins, and licensed Teller Interfaces within the United

States of America and Canada. Client will not remove any ownership or copyright notices from Teller software or documentation. Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of Teller is strictly prohibited.

12.2. CanAm is, and will remain, the exclusive owner, or is the authorized agent of the owner of Teller proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with CanAm. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

12.3. CanAm will retain ownership of the Intellectual Property associated with Enhancements or Interfaces developed by CanAm for Client.

12.4. Client is deemed to own any custom Configuration for their Teller installation. Client grants CanAm a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the custom Configuration developed pursuant to this Agreement without compensation to Client.

12.5. Notwithstanding anything to the contrary herein, each Party and its respective personnel and contractors shall be free to use and employ its and their general skills, know-how, pre-existing IP and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques, or skills gained or learned during the course of any assignment, so long as it or they acquire and apply such information without disclosure of any Confidential Information of the other Party.

12.6. Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer Teller software or documentation to any other Party. Client agrees not to distribute Teller as part of any other software product, commercial or otherwise, without the prior written approval of CanAm.

12.7. Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and CanAm may not make any use of Client data other than for testing and Service delivery purposes, without the prior written consent of Client.

13. CONFIDENTIAL AND PROPRIETARY INFORMATION

13.1. Each Party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other Party. Each Party will use such confidential or proprietary information only for the purpose for which it was disclosed.

13.2. As used in this Agreement, the term “confidential or proprietary information” (“Confidential Information”) means all trade secrets or proprietary information designated as such in writing by one Party to the other. All software code in source of object format will be deemed to be proprietary information regardless of whether it is marked as such. Information which is orally or visually disclosed by one Party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing Party if:

a) it would be apparent to a reasonable person, familiar with the business of the releasing Party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

b) The releasing Party, within thirty (30) calendar days after such disclosure, delivers to the receiving Party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving Party personnel to whom such disclosure was made.

13.3. Each Party will only disclose Confidential Information received by it under this Agreement to personnel who have a need to know such Confidential Information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such Confidential Information.

13.4. Each Party will adopt and maintain programs and procedures which are reasonably calculated to protect Confidential Information, and will be responsible to the other Party for any disclosure or misuse of Confidential Information which results from a failure to comply with this provision. Each Party will promptly report to the other Party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended Party to prevent, control, or remedy any such violation.

13.5. The obligations of each Party specified above will not apply with respect to any Confidential Information, if the receiving Party can demonstrate, by reasonable evidence, that such Confidential Information:

a) was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving Party;

b) was already in the possession of the receiving Party at the time of disclosure;

c) becomes known to the receiving Party through disclosure by sources having the legal right to disclose such Confidential Information;

d) was independently developed by the receiving Party without reference to, or reliance upon, the Confidential Information; or

e) was required to be disclosed by the receiving Party to comply with applicable laws or governmental regulations, provided that the receiving Party provides prompt written notice of such disclosure to the offended Party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and, if possible, ensure that the confidentiality obligations of this Agreement are maintained.

13.6. If Client is subject to freedom of information legislation CanAm agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

13.7. Upon termination of this Agreement, each Party will make all reasonable efforts to return to the other Party all tangible manifestations, and all copies thereof, of Confidential Information received by the other Party under this Agreement, if requested to do so by the disclosing Party. In addition, each Party shall certify in writing that it has not retained any copies of any materials belonging to or furnished by the other Party, and that any software provided by the other Party pursuant hereto has been deleted from that Party's computer and no copies have been retained in any form. The foregoing obligation shall not apply to Confidential Information that: (i) a Party deems necessary to retain to comply with applicable laws and regulations; and (ii) exists only as part of regularly generated electronic backup data, destruction of which is not reasonably practicable.

14. <u>LIMITATIONS OF LIABILITY AND INDEMNITY</u>

14.1. CANAM'S MAXIMUM TOTAL LIABILITY FOR ANY THIRD PARTY ACTION, CLAIM, LOSS OR DAMAGE ARISING OUT OF TELLER AND THE PERFORMANCE OF ANY SERVICES IN CONNECTION WITH THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, CLAIM, LOSS OR DAMAGE, BE IT CONTRACT, TORT, STATUTE OR OTHERWISE, SHALL BE AN AWARD FOR DIRECT PROVABLE DAMAGES THAT IN NO EVENT EXCEED THE AGGREGATE OF THE AMOUNTS PAYABLE TO CANAM UNDER THE TERM OF THIS AGREEMENT IN THE SIX (6) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE CLAIM.

14.2. CLIENT SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL CANAM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF TELLER, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT CANAM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

14.3. Subject to Section 14.1 and 14.2, CanAm will indemnify and hold harmless Client and its affiliates, employees and agents from and against any and all liabilities, losses, damages, costs, and other expenses (including attorneys' and expert witnesses' costs and fees) arising from or relating to any Third Party claim caused by the intentional misconduct or gross negligence of CanAm or any of its employees, agents or subcontractors in performing the Services.

15. TERMINATION AND DEFAULT CONDITIONS

15.1. CanAm may terminate this Agreement if: Client fails to make required payments within 90 days of due date provided that CanAm has issued a minimum of two (2) delinquency notices, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, CanAm will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, CanAm will have cause to terminate this Agreement.

15.2. Client may terminate this Agreement if: CanAm materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, CanAm becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of CanAm. If any of the above conditions are encountered, Client will provide written notice to CanAm and provide 30 calendar days for CanAm to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

15.3. In the event that, during the term of this Agreement, funds are not appropriated for the payment of Client's obligations hereunder, Client may terminate this Agreement with thirty (30) days advance written notice, effective on the last day for which an appropriation has been made.

15.4. Termination of this Agreement will not affect the provisions of this Agreement relating to the payment of amounts due under Section 5; Software as a Service License Fees, Section 14; Limitation of Liability and Indemnity, Section 13; Confidentiality; or any other obligations of the parties which by their nature are intended to survive termination of this Agreement.

16. RIGHTS AND OBLIGATIONS

16.1. If either CanAm or Client terminates this Agreement, CanAm will retain all fees for Services delivered to Client up to the date of termination. CanAm will refund a pro-rated portion of the Annual Software as a Service Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

16.2. Any termination by either Party as provided in this Agreement will not in any way operate to deny any right or remedy of the other Party, either at law or in equity, or to relieve a Party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

16.3. Upon termination of this Agreement, Client agrees to cease any and all operational use of Teller and further agrees to delete all Teller software from the Client Infrastructure. CanAm agrees to make reasonable provision for an extract of Client's operational data from Client's Production Environment if requested by Client.

16.4. Teller is subject to the export control laws of the United States and other countries. Client may not export or re-export Teller software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold CanAm harmless from any claims arising from Client's violation of such export control laws.

17. DISPUTES

17.1. CanAm and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within CanAm and Client will communicate regularly in order to review the status and priorities for the provision of services by CanAm and Client.

17.2. In the event of any dispute arising between CanAm and Client with respect to their rights and obligations under this Agreement, the Party feeling itself aggrieved will notify the other Party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

- First level: the Project Manager of CanAm and the Project Manager for Client; and
- Second level: the President/CEO of CanAm and the Chief Executive for Client.

17.3. In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the Party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon CanAm and Client.

18. RELATIONSHIP OF THE PARTIES

18.1. Each of the Parties is an independent contractor. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint venturers, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever.

19. WAIVER

19.1. No failure or delay on the part of either Party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

20. ASSIGNMENT AND SUCCESSION

20.1. This Agreement, including all of its rights and obligations created hereunder, shall not be assigned or transferred in any manner whatsoever (except upon transfer of majority ownership of a Party's business by merger, or consolidation, in which case the Agreement may be assigned to the succeeding owner) unless with the prior written consent of the opposite Party signed by an officer thereof, which consent will not be unreasonably withheld. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

21. NON SOLICITATION

21.1. Client agrees that for the duration of this Agreement, and for a period of one (1) year from the date of termination of this Agreement (or the date of termination of the final SOW if that date is later), it will not on its own behalf or on behalf of any other person or entity: (a) initiate contact for the purposes of hiring or contracting the service of, or (b) directly or indirectly solicit or induce for employment, or otherwise offer to hire or contract the services of, any employee, contractor or agent of CanAm who is directly related to the provision of services hereunder. Notwithstanding the foregoing, the provisions of this Section 21.1 shall not apply to the hiring of: (i) any individual who is hired as a result of responding to a general public "help wanted" type of solicitation by a Party; or (ii) any individual who, of his or her own volition, approaches, contacts, or solicits a Party for employment or other working arrangements and who such Party has not induced or solicited to make such approach, contact, or solicitation.

22. FORCE MAJEURE

22.1. Neither Party shall be under liability to each other by reason of non-performance or delay in performance of any obligation hereunder caused by Force Majeure, to the extent that non-performance or delay is attributable to such Force Majeure and only for the duration of the Force Majeure and the effect upon its ability to perform its obligation hereunder.

23. SEVERENCE

23.1. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

24. **INSURANCE**

24.1. CanAm shall, at its own expense and without limiting liabilities under this Agreement, insure its operations under a contract of General Liability Insurance in an amount of not less than $1,000,000 inclusive per occurrence, insuring against bodily injury, personal injury and property damage including loss of use thereof, and such other insurance as CanAm deems necessary in its sole discretion, to provide standard protections of its business.

24.2. CanAm shall provide Client with acceptable evidence of insurance upon request.

25. **CURRENCY**

25.1. Unless otherwise noted, all reference to payment amounts in this Agreement are in U.S. dollars.

26. **GOVERNING LAW**

26.1. This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Wisconsin. The parties irrevocably attorn to the jurisdiction of the courts of the State of Wisconsin.

27. **COUNTERPARTS**

27.1. This Agreement may be executed in two or more counterparts, by facsimile or otherwise, each of which is an original, and all of which together constitute one and the same instrument, notwithstanding that all parties are not signatories to the same counterpart.

28. **ENTIRE AGREEMENT**

28.1. This Agreement, and any applicable attachments, SOWs, schedules, exhibits or other documents constitutes the entire agreement of the Parties with regard to the matters herein, and supersedes all other prior written or oral agreements, representations and other communications between the Parties. All terms of any order acknowledgement or other document provided by Client, including but not limited to any pre-printed terms thereon and any terms that are inconsistent, add to, or conflict with this Agreement, shall be null and void and of no legal force or effect. No modification of this Agreement is valid unless set out in writing by the Parties.

Can/Am Technologies, Inc.	**City of Superior, WI**
______________________	______________________
Signature	Signature
______________________	______________________
Name	Name
______________________	______________________
Title	Title
______________________	______________________
Date	Date

CAN/AM TECHNOLOGIES

Exhibit A

Licensed Teller Interfaces and Users

License	Description	Quantity	Monthly Base Amount
Teller Standard License	Teller Standard License Package: • Production instance of Teller • Test instance of Teller • 5 Named User Licenses • Credit Processing Interface • Unlimited read-only users • Hosting and Support Services	1	
Additional Named Users @ $60/month/user	Named User Licenses (total: 10 user licenses)		
Business System Interfaces at $285/month/interface			
End of Day Payment Import Interfaces @ $170/interface			
Image Cash Letter License / Check Recognition License			
Revenue Submission			
Teller Online			
Monthly Total	Pricing based on annual payment		

Annual Software as a Service Fees*

License and all other fees are in US dollars and exclude any applicable taxes.

Time Period	Fee
Year 1	
Year 2	
Year 3	
Year 4	
Year 5	

Professional Services*

All rates are in US dollars and exclude any applicable taxes.

Service	Rate
Professional Services Hours	$230/hr

* After year one, Annual Fees and the Professional Services Hourly rate will be subject to an annual increase equal to 4% annually.

Additional licenses and/or users may be added throughout the Term of this Agreement. The price for each added license and/or user will be pro-rated to the annual renewal date, itemized accordingly in an invoice, and henceforth included in the annual invoice.

Exhibit B

SaaS Service Level Agreement

1. OWNERSHIP OF DATA

1.1. Regardless of the location of the hosting facility, Client will retain sole and complete, legal and beneficial ownership of its data stored on the Hosting Services Site.

1.2. CanAm's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. CanAm may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

1.3. Client may request return of any or all of its data at any time, for any reason, and CanAm will provide such data within a reasonable period of time, in native format.

2. OVERVIEW OF SAAS SERVICES

2.1. CanAm is committed to providing secure, reliable and dedicated SaaS Services to Client. For maximum protection and value to Client, CanAm will contract with Amazon AWS for provision of a hosting facility in the United States.

2.2. CanAm reserves the right to change hosting providers to an alternate service providing comparable functionality, and meeting the standards in this document.

2.3. All SaaS services will be provisioned from data centers located within the United States.

2.4. In return for Annual Software as a Service Fee from Client, CanAm will provide the following services to Client:

Service	Description
Secure Hosting Site	A secure hosting facility with 24/7 security control.
Internet Service Providers	A facility with stable network connectivity across North America. Internet services will be routed through multiple independent carriers to eliminate single-carrier points of failure.
Data and Service Redundancy	Redundant storage across multiple zones providing failover in the event of a catastrophic failure at the primary hosting site.
Software	Operating System, Database and Virus Protection software as required to run the Teller environments. CanAm will keep systems secure by keeping them up-to-date on security patches and security audits, and all Third-Party critical updates will be applied in a timely manner following Third-Party vendor notification.
Teller Software Updates	CanAm will test and install into the Teller environment at the SaaS Services hosting Site, all Updates to the Teller software which are made generally available during the term of this Agreement.
Data Backups	Securing Client data against loss is a key provision within the SLA. Full backups will be performed on a regular basis.

3. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES

3.1. While the SaaS Services Site availability will generally be expected to be 24 x 7 (except for Scheduled Maintenance or unscheduled Emergency Outages as defined in 3.5 below), the commitment of CanAm is to provide SaaS Services hosting site availability during CanAm business hours (6:00 am – 6:00 pm Monday through Friday Mountain Time, excluding published CanAm holidays) for 99.9% uptime or better in a calendar month. Credits may be claimed only against loss of SaaS Services during CanAm business hours.

3.2. If CanAm during regular Client business hours fails to provide SaaS Services availability, as defined below, in any given calendar month, CanAm will issue a credit towards future SaaS Service Fees in accordance with the following schedule:

SaaS Services Site Availability	Credit Percentage (of monthly fee)
99.9% to 100%	0%
98.0% to 99.8%	2.5%
97.0% to 97.9%	5%
95.0% to 96.9%	7.5%
90.0% to 95.0%	25%
Below 90.0%	100%

3.3. Can/Am will provide a monthly report identifying any downtime in the previous month. Downtime will be calculated to the minute from the time it is first detected (by our monitoring or by Client report) until service is restored, during the guaranteed availability time period defined in 3.1. Downtime percentage is calculated as: Minutes of Downtime / (Daily Guaranteed Availability Minutes X Number of Business Days in Month – Emergency Outage (as defined below) minutes). Credits will be applied to the next billing cycle.

3.4. The total amount credited to Client for any given month under this SaaS Services SLA will not exceed the total Annual Software as a Service fee paid by Client for such month for the affected service. Except in cases of gross negligence, client specifically acknowledges and confirms that under no circumstances whatsoever will CanAm be liable for any incidental, indirect, exemplary, special or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability or otherwise, even in the event that CanAm has been advised of the possibility of such damages.

3.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of CanAm SaaS Services caused by:

- Scheduled Maintenance – Time allocated for scheduled maintenance outages, Emergency Outages (as defined below), or critical updates of servers and other CanAm equipment will not be considered "down time" as used in the calculation of SaaS Services availability described in Section 3.2 of this SaaS Services SLA. Maintenance will be scheduled for outside of Client Business hours specified in Section 3.1 of this SaaS Service SLA. The schedule for regular monthly maintenance windows will be provided to the Client at least 4 weeks prior. Except for emergencies, maintenance outages will be communicated via e-mail to the Client at least 2 business days in advance of any such outage.

- Client Equipment – Client is solely responsible for maintaining all Client equipment not at the SaaS Services Site and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the CanAm SaaS Services for the exchange of data.

- Client ISP Provider – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and for resolving any problems that might arise with local ISP connections.

- Internet Outages – CanAm is not responsible for Internet outages (including ISP peering) that may make CanAm SaaS Services appear inaccessible when others can still access it.
- Client Acts or Omissions – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the SaaS Services in breach of the terms and conditions of this SaaS Services SLA.
- Emergency Outage - Unavailability of SaaS due to Can/Am or hosting provider response to critical security vulnerability (such as a “Zero Day Vulnerability”) or suspected breach
- Force Majeure