STATE OF VERMONT

AGENCY OF DIGITAL SERVICES

Independent Review

Enterprise Resource Planning (ERP) System Implementation for the

Agency of Administration

FINAL

Submitted to the

State of Vermont, Office of the CIO By:

Plante Moran

3000 Town Center, Suite 100,

Southfield, MI 48075

Date: 04/09/2024

Contents

1. Executive Summary

Provide an introduction that includes a brief overview of the technology project and selected vendor(s) as well as any significant findings or conclusions. Ensure any significant findings or conclusions are supported by data in the report.

The State of Vermont has retained Plante Moran, PLLC (Plante Moran) to provide the Secretary of Agency of Digital Services (ADS) a complex independent review of the Agency of Administration's Enterprise Resource Planning (ERP) System Implementation Project, as required by the Vermont Statute, Title 3, Chapter 056, §3303(d) for all Information Technology activities over $1,000,000. The Plante Moran team focused on the following as part of the requirements and capabilities review:

- Acquisition & lifecycle costs
- Network capabilities and anticipated impact
- Technology, program, and business management risks, typically found in large technology implementations, including conversion and integration strategies, staffing, testing, training, and systems and data security.

The Plante Moran team initiated the Independent Review with a kickoff meeting on January 17, 2024. A review of all pertinent materials, contracts, SOW's, project work plans, and other documentation was completed. Interviews with staff and contractors were also conducted to understand the ERP project and proposed work being reviewed as well as identify risks.

While conducting the Independent Review, Plane Moran identified risk, ranked the risks, and added a likelihood of occurrence. These risks are listed in summary form in **Section 1.3**, and in detail in **Attachment 2 – Risk Register**. The details of this work are included in the body of this report.

1.1 Cost Summary

The cost summary is based on the contract from Workday updated in Amendment 3 and the initial costs from Guidehouse, project management for Berry Dunn, other consulting services, and ADS costs necessary to implement the new Workday system across the state.

The current operating costs are based on the costs to maintain Peoplesoft and other systems like FARS and STARS. The details related to these costs are also available in **Attachment 3 – Cost Summary**.

IT Activity Lifecycle:	10 years, starting with 2022 through 2031.
Total Lifecycle Costs:	$87,629,765
Total Implementation Costs:	$52,557,677
New Annual Operating Costs:	$4,983,924
Current Annual Operating Costs:	$4,012,126
Difference Between Current and New Operating Costs:	$971,798

Funding Source(s) and Percentage Breakdown if Multiple Sources:	**Appropriation A - ARPA-CSFR Fund to AoA, changed to GF in 2021**		**Appropriation B - Technology Modernization Special Fund**
	Funds Appropriated	$ 12,800,000.00	$ 11,800,000.00
	Estimated Costs	$ 28,701,612.74	$ 23,856,064.34
	Budget Shortfall Subtotals	**$ (15,901,612.74)**	**$ (12,056,064.34)**
	Budget Shortfall Total	**$ (27,957,677.08)**	

1.2 Disposition of Independent Review Deliverables

Deliverable	Highlights from the Review *Include explanations of any significant concerns*
Acquisition Cost Assessment	Based on Plante Moran's research and assessment of acquisition cost, the State appears to be paying comparable costs to other ERP implementation services in the market. Our cost analysis shows the average prices that were proposed to the state and how the System implementers price was in alignment with the competitors. See **Attachment 3 – Cost Summary**.
Technology Architecture Review	Plante Moran understands the implementation of Workday, a cloud-based SaaS system. From a technology perspective, the Workday application will replace many of the current technologies in place today and will require staff to become familiar with the new software. As the state moves through the implementation, a succession plan should be established to support the transition from the older technologies to supporting Workday. The systems slated to be replaced by the Workday system include: PeopleSoft HCM v9.1 (Human Capital Management) system, known as VTHR. CornerStone on Demand Learning Management (LMS) - intends to build an integration between CornerStone and Workday initially, with the goal of retiring the CornerStone system and adopting like-functionality in Workday in a future phase independent of the current SI project phases. SAP Success Factors for Talent Acquisition Management - intends to build an integration between Success Factors and Workday initially, with the goal of retiring the Success Factors system and adopting like-functionality in Workday in a future phase independent of the current SI project phases. Oracle PeopleSoft Financials v9.2 (referred to locally as VISION). Statewide Budgeting System (CGI PB Advantage version 3.09).

Deliverable	Highlights from the Review *Include explanations of any significant concerns*
	Vermont Department of Labor FARS system Agency of Transportation STARS system
Implementation Plan Assessment	At the time of writing this report, the schedule to implement Workday was not complete. We understand the phases of the project to be as follows: HCM to replace VTHR, including people analytics Planning to replace CGI PB Advantage Financial to replace VISION, STARS and FARS Plante Moran identified several risk areas within the implementation plan and schedule. The base camp phase should focus on the FDM development early use the time between HCM and Financial to prepare the agencies to replace FARS and STARS, and focus on the change management processes that will be necessary to successfully deploy the overall solution. This will include having integrations well defined as to what is interim and what will ultimately be replaced. It is recommended that the time before the Financial implementation be used to perform readiness activities for the Financial deployment across the agencies, including the full build-out of the new Chart of Accounts or Foundation Data Model.
Cost Analysis and Model for Benefit Analysis Note: this must be included for the State to accept the report.	The cost analysis and model have been provided in detail in **Attachment 3 – Cost Summary** and **Attachment 1 – Life Cycle Cost Benefit Analysis.** These costs do the full cost over the 10-year period from 2022 through 2031.
Impact Analysis on Net Operating Costs	While the State will have immediate and increased annual operating costs, these costs will reduce the need for other IT spending over the next ten years. This includes IT hardware and software refreshes and updates for the current systems. These costs will easily absorb the slight increase in costs of moving to Workday. Specifically, the costs provided do not include costs for two agency systems, the Department of Labor's FARS system, and the Department of Transportation's STARS system. The costs to maintain these systems have not been included in the costs overall since these systems are at the end of life and the maintenance is performed by the State. With these systems at the end of life, their replacement is imminent and would require replacement within the next 10 years. These systems are currently expected to be replaced within the Workday implementation. If the Workday implementation did not include these systems, the cost to replace them individually would

Deliverable	Highlights from the Review *Include explanations of any significant concerns*
	range from $25 to $30 million each, based on other large systems deployed in state departments of transportation and labor.
Analysis of Alternatives	The State could have upgraded the current Oracle system, gone out for an RFP to select the system, or used the NASPO contract to select the software and system implementer. There are only a few software platforms and system implementers in the marketplace that typically are used in States for their ERPs. This includes: Workday Oracle CGI Infor SAP The state chose the software that best served the state for their requirements using NASPO, which was a cost effective and prudent method to select software. Using the competitive bid and proposal evaluation process was a sound approach to understanding the State's options for implementing a case and financial management system for similar ERP implementations.
Security Assessment	Plante Moran identified several risk areas that may impact the management and operation of security. Examples of these areas include security gaps between Workday and SOV applications and systems, staff resource support, and security design and configuration. Exposure to these areas could lead to data loss, system interruption, or unauthorized access to sensitive information.

1.3 Identified High Impact &/or High Likelihood of Occurrence Risks

The table below identifies the risks identified during the assessment for the States' consideration. The risk and issue log is also included in the report in **Attachment 2 - Risk Register**.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
1	Plante Moran's review of the Guidehouse Contract identified risks, issues, and gaps. The intent of this review was to provide some guidance and considerations for the State to consider while completing the	The State will review the contract feedback and incorporate/negotiate changes as appropriate.	State mitigation is acceptable.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
	contract negotiations. See **Appendix A – Contract Issue and Risk Review.**		
2	Inefficient internal processes can impact analysis of current state and misalign design of future state.	The State will be contracting with a third party vendor to provide Business Process Transformation services which will assess the current state and document/align the future state for Workday implementation. The State recognizes and accepts that the BPT contract may run concurrently with the implementation contract.	State mitigation is acceptable. PM suggests additional consideration for coordinating the two work efforts to avoid potential conflicts or delays. A clear plan for timeline coordination should be established to ensure that both contracts align effectively.
3	Limited SOV resources, staff availability, perceived resistance, and low user participation in the early stages of the ERP project are causing concerns for business transformation.	1. The State is implementing a change management team to develop and implement the change management strategy and plan for the project. The creation of a change agent network will assist in bringing additional staff into the project and getting them excited about the project. 2. The business process transformation effort will engage additional staff from across the State. 3. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan. 4. The State has developed a resource management plan and identified resource gaps and constraints for implementation. The State is continuing to identify strategies for mitigating the resource constraints. The Legislature approved the creation of three limited-service positions for backfilling to allow for project work Phase 1.	State mitigation is acceptable. PM suggests establishing a change committee (Agency/Dept leads) up front of the ERP/BPT work efforts. Overall, having a change committee dedicated to overseeing the OCM activities supporting the ERP implementation can enhance project governance, mitigate risks, facilitate effective change management, and ensure that the organization realizes the full potential of its investment in the ERP system.
4	Lack of standard security model or active security monitoring for the two PeopleSoft versions. The state's Cloud-first approach relies on identity, network, systems,	The State does have a standard security model and security monitoring that will be adhered to for this project. The ADS Security Lead will work with the Implementation	State mitigation is acceptable.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
	and device security, but is reactive.	Vendor to ensure modern standards are adhered to.	
5	State systems use multiple accounts for authentication in a multi-domain environment, specifically, Identity and Access Management (IAM) needs improvement and Multi Factor Authentication is not utilized.	The State agrees with this risk and that IAM will be in place for the Workday platform.	State mitigation is acceptable.
6	Guidehouse' s proposed ERP project phasing for HCM, Adaptive Planning and Finance may have integration misalignment gaps and access issues with legacy systems. HCM will be live two years before Finance.	The State agrees that this is a risk, but the inclusion of both HCM and Finance in the scope provides consistency and oversight of integrations to legacy systems.	State mitigation is acceptable.
7	Cost allocation was not included in the Guidehouse contract. This module is required overall and specifically will need to be standardized across the state agencies/departments.	The State is requesting that Guidehouse include Allocation in the scope of work.	State mitigation is acceptable.
8	Reporting tools for generating ACFR, SEFA, and Budget Book are currently inefficient, with multiple systems and paper-based methods in use.	The Workday platform will not be creating the reports listed and are not in scope of the implementation. These products are outside of the scope of the current project. The State has the lead resource of the ACFR report as part of the project and will look for ways to become more efficient in the creation of the reports.	State mitigation is acceptable. An additional consideration is for the State lead resource for the ACFR report to be involved from a data perspective to ensure that the right data

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
			is captured for future reports.
9	The remediation strategy for legacy systems and security with the implementation of the Workday ERP initiative is unclear. While Oracle's extended support provides comfort, it's expensive at over $10M per year.	The State accepts the risk that extended support is necessary for the Peoplesoft platform to continue operations. The State accepts that the legacy system will need to run in parallel during implementation and that there is a cost associated with supporting the legacy system.	State mitigation is acceptable.
10	DHR team is facing challenges with staffing and skill sets. Two tech resources with significant skills are no longer there, causing a knowledge gap. High volume of vacancies and retirements will impact available resources for the ERP initiative.	The State has developed a resource management plan and identified gaps and resources who will be overallocated during the project. The State is taking steps to backfill day to day operations and ensuring the appropriate subject matter experts are assigned to correct area for the project implementation. The Legislature approved the creation of three limited-service positions for backfilling to allow for project work Phase 1.	State mitigation is acceptable. An additional consideration is for the State to re-visit the resource management plan consistently and proactively address any resource constraints.
11	Lack of understanding and experience with concept of SaaS solutions.	The State is implementing a change management team that will be responsible for assisting with early adoption, awareness, training, and knowledge transfer.	State mitigation is acceptable.
12	Stakeholders need more exposure to Workday. Staff lack knowledge to confirm assumptions. There are finance knowledge gaps and lack of familiarity with translating organizational structure.	The State is implementing a change management team that will be responsible for assisting with early adoption, awareness, training, and knowledge transfer. The stakeholders that have been assigned to the various workgroups for implementation, they will be required to go through the basic Workday training modules.	State mitigation is acceptable.
13	The project schedule presents risk due to constraints at competing activities during the implementation period.	The State intends to bring in additional State Agency/Department staff to be utilized to fill gaps or alleviate over allocated resources and competing priorities.	State mitigation is acceptable.
14	A third party is developing an Affordable Care Act report in December. This is not documented on the integration list or in the ERP implementation timeline.	The State will request Guidehouse incorporate this integration/report functionality into the scope of work. The State is aware of the 3rd party integration with the ACA third party vendor. Any additional integrations with Guidehouse will need to be negotiated.	State mitigation is acceptable.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
15	Most agencies use data extracts from other systems rather than one source, specifically, DHR retrofits to the integrations to report to the IRS with Oracle data.	The State will work with agencies to identify reporting requirements that could be implemented into Workday. State staff will be trained in report writing so they can create their own reports.	State mitigation is acceptable.
16	DHR has a reporting gap regarding staff with two jobs and a blended rate, but no critical compliance issues.	The State recognizes this as a risk and will be a problem that needs to be addressed in the new solution and will work with the implementation vendor to address the risk.	State mitigation is acceptable.
17	Grant management is currently administered manually. Time is spent with manual handoffs, manually entering transactions, expenses, aggregating data, and reconciling accounts. With exposure to manual errors.	The Business Process Transformation contract will include working with all Agencies and/or Departments who have currently approved cost allocation plans with Federal Partners. Prior to Phase II implementation, including Workday Grants Management, the business process analysis work will be completed to ensure that varied requirements and complexities related to different funding streams can be effectively adapted to the new statewide platform.	State mitigation is acceptable. Background on this risk: **Interview with DHR:** Grant tracking is new and managed at a summary level. Details needed for reporting are not currently tracked. **Interview with the DOT:** Grants are stored in a contract tracking system, and tables are maintained in STARS. When grant payments are made in STARS, the contract admin must also manually enter them in VISION PeopleSoft. **Interview with VDOL:** FARS is used to reconcile Federal government grants. Its main purpose is to manage grants with efficiency and accuracy. If FARS is no longer in use, then this entire process will need to be migrated to the new ERP system. The high-level process for VDOL begins with the receipt of a pool of money from the Federal government or other

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
			sources. Then, a four-digit project code is created to account for the money in FARS from start to finish. A running ledger is maintained to track the pool of money, which then allows a budget to be established. In addition, Formula Funds, which are pools of money given yearly by Congress based on different criteria, also need to be managed and tracked in FARS. **Interview with ADS CFO:** Currently, this agency does not work with too many grants, but grant money is received from the Federal government. Because of how ADS tracks expenditures, which are tracked via projects, it is not established today to have truly comprehensive grant reporting available to them. Some tracking is done via HCM, some in VISION, and some through finance. Their agencies do not issue grants, but they are having discussions about granting more.
18	There isn't an executive sponsorship in representation from FARS and STARS in the Executive Steering Committee.	The State has determined that representation from VDOL and AOT will be present at the Program Leadership Team level and the day-to-day project activities.	State mitigation is acceptable.
19	Resource availability and constraints impacting ERP implementation timeline are due to budget planning and	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps.	State mitigation is acceptable.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
	development, open enrollment, and ACFR preparation and reporting.	The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan.	
20	PRISM being considered for housing legacy data, this will need its own buildout. The implementation of PRISM may impact the Workday ERP timeline, as SOV resources will need to own the buildout of legacy data needed in PRISM.	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan. This work will be added to the overall Implementation Master Schedule.	State mitigation is acceptable.
21	There is a notable lack of awareness amongst ERP stakeholders about the benefits of a consistent FDM. Currently the usage of COA across different agencies varies.	The State agrees that we will attempt to include a full FDM during the first phase, but there should be no change to the contract.	State mitigation is acceptable.
22	The ERP Project Lead Team (PLT) confirmed they would be serving as the escalation path to the ESC. BerryDunn will be managing the day-to-day project activities and oversight of Guidehouse. Vendor management governance will be critical, specifically around deliverables, and establishing clear roles and responsibilities.	The EPMO will work alongside the ADS business office to ensure the State has an enterprise approach to vendor management that will include contract management, financial management, performance and risk management and relationship management. The State will provide governance and processes to oversee and manage vendors throughout the project lifecycle.	State mitigation is acceptable.
23	Key staff are over-allocated in the ERP project. These staff are responsible for decision making, design, conversion validation, testing, training, and support. This will contribute to the concern of employee burnout.	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan.	State mitigation is acceptable.

Risk #	Risk Description	State's Planned Risk Response	Reviewer's Assessment of Planned Response
24	The current talent acquisition practices are manual and are administered outside of SOV's current VTHR system.	Replacement of Talent acquisition (SuccessFactors) is not in scope for the Workday implementation. Replacement of the current Talent acquisition platform will be considered as a potential future phase.	State mitigation is acceptable.
25	Staff lack the required basic awareness transiting mindset from Transcode Activity to Debits and Credits.	The State will add this training item to the change management team's scope.	State mitigation is acceptable. **Note for the source of risk.** During the interview with the Agency of Transportation team, this risk was raised regarding basic education needed around what a debit is and what a credit is as the current understanding is using Transcodes which drive the debits and credits in the current system.
26	To ensure seamless integration of non-Workday systems with Workday FDM, data normalization, standardization, and cleansing are imperative.	The State agrees that we will attempt to include a full FDM during the first phase, but there should be no change to the contract. This work will include a data normalization, standardization, and cleansing activities.	State mitigation is acceptable.
27	Managing legacy data and defining use cases for PRISM analytics can unlock valuable insights and drive better decision-making across the organization.	The State has scoped use cases for PRISM in the contract. In addition to PRISM Analytics, the State will be using the Enterprise Data Warehouse to house and present legacy data.	State mitigation is acceptable.
28	Effective security protocols are crucial for proper data access and segregation of duties. Overlooking these complexities can cause serious security concerns.	The State's security lead will lead the effort in developing and reviewing roles and assignments in the Workday platform.	State mitigation is acceptable.

1.4 Other Key Issues

Recap any key issues or concerns identified in the body of the report.

Plante Moran has identified specific contract risks and issues that the State should address as it completes the contract negotiations with Guidehouse. We have included the contract review and findings in Appendix A - Contract Risk and Issues in the main report deliverable and separately delivered them to EPMO.

1.5 Recommendation

Provide your independent review recommendation on whether to proceed with this technology project and vendor(s).

Plante Moran is recommending a go-forward decision regarding the Workday ERP implementation and utilizing Guidehouse as the system implementor. The risks, issues, and concerns identified in Section 1.3 and further defined in this document are those that would need to be understood and a mitigation plan defined early in the project readiness and throughout the project as either continued risks being monitored or issues to resolve.

1.6 Independent Reviewer Certification

I certify that this Independent Review Report is an independent and unbiased assessment of the proposed solution's acquisition costs, technical architecture, implementation plan, cost-benefit analysis, and impact on net operating costs, based on the information made available to me by the State.

DocuSigned by:
Mike Riffel
D69BDF1F11D54AC...

4/23/2024

Independent Reviewer Signature **Date**

1.7 Report Acceptance

The electronic signatures below represent the acceptance of this document as the final completed Independent Review Report.

DocuSigned by:
Alex Ibey
289191A4D6AB4C0...

4/23/2024

ADS Oversight Project Manager **Date**

DocuSigned by:
Denise Reilly-Hughes
6041A76735A7442...

4/25/2024

State of Vermont Chief Information Officer **Date**

2. Scope of this Independent Review

Add or change this section as applicable.

2.1 In-Scope

The scope of this document is fulfilling the requirements of Vermont Statute, Title 3, Chapter 056, §3303(d):

1) The Agency shall obtain independent expert review of any new information technology projects with a total cost of $1,000,000.00 or greater or when required by the Chief Information Officer.

2) The independent review shall include:

    a. an acquisition cost assessment,

    b. a technology architecture and standards review,

    c. an implementation plan assessment,

    d. a cost analysis and a model for benefit analysis,

    e. an analysis of alternatives,

    f. an impact analysis on net operating costs for the agency carrying out the activity, and

    g. a security assessment.

To achieve the State's objectives and adhere to the State's Enterprise Architecture Guiding Principles with the ERP Implementation, Plante Moran conducted a broad and comprehensive review of the IT Architecture and Standards to identify gaps and develop recommendations that not only address the State's objectives but also provide a model for long-term sustainability.

2.2 Out-of-Scope

If applicable, describe any limits of this review and any area of the project or proposal that you did not review.

Plante Moran only reviewed the materials that were provided.

3. Sources of Information

3.1 Independent Review Participants

List the individuals that participated in this Independent Review.

Plante Moran provided an initial listing of desired interviewees needed for the review and developed specific relevant interview questions to facilitate the interviews with the State's selected key staff. This section of the report will document the resources we interviewed and the materials we were provided and reviewed before and during the interviews. During the interview process, acquisition costs were discussed and validated.

Name	Employer and Title	Participation Topic(s)
Robin Milne	Plante Moran, Principal Managing Consultant	Interviewer, Advisor and Project Manager
Kyle Macyda	Plante Moran, Principal Managing Consultant	Interviewer, Advisor for Technology, Infrastructure

Name	Employer and Title	Participation Topic(s)
Furney Brown	Plante Moran, Principal Cybersecurity	Interviewer, Advisor for Technology and Security
Stef Stephenson	Plante Moran, Senior Manager	Interviewer, Advisor Change Management Consultant
Marsha Duncan	Plante Moran, Consultant	Interviewer, Advisor Consultant
Alex Ibey	State of Vermont, State EPMO Portfolio Manager	Interview with ERP Project Lead Team (1/26/2024) Interview with EPMO (2/1/2024)
Denise Reilly-Hughes	State of Vermont, Secretary & State Chief Information Officer	Interview with Executive Sponsor for the Administration of Digital Services (1/22/24)
Kevin Viani	State of Vermont, IT Director for AOA, AOCD, DFR and DLL	Interview Intro session (1/17/2024) Interview with the Project Lead Team (1/26/2024)
John Hunt	State of Vermont, State Enterprise Architect	Interview Intro session (1/17/2024)
Trudy Marineau	State of Vermont, ERP IT Support	Interview Intro session (1/17/2024)
David Kaiser	State of Vermont, Acting SCIO	Interview Intro session (1/17/2024)
Joseph Thetford	State of Vermont, Information Security Analyst	Interview Intro session (1/17/2024)
Jude McGlynn	State of Vermont, Cyber Security Analyst	Interview Intro session (1/17/2024)
Shelly Morton	State of Vermont, Labor Relations Manager	Interview with Department of Human Resources (1/23/24)
Krystal Sewell	State of Vermont, Reporting Team Lead	Interview with Department of Human Resources (1/23/24)
Melissa Butryman	State of Vermont, Director of VTHR Operations	Interview with Department of Human Resources (1/23/24) Interview with the Project Lead Team (1/26/2024)
Margaret Loftus	State of Vermont, Human Resource Manager	Interview with Department of Human Resources (1/23/24)
Chris McConnell	State of Vermont, Director of Field Operations	Interview with Department of Human Resources (1/23/24)
Keri Toolan	State of Vermont, Business Application Support Manager	Interview with Department of Human Resources (1/23/24)
Joanne Cyr	State of Vermont, Payroll Specialist	Interview with Department of Human Resources (1/23/24)
John Berard	State of Vermont, Director of Labor Relations	Interview with Department of Human Resources (1/23/24)

Name	Employer and Title	Participation Topic(s)
Harold Schwartz	State of Vermont, Director of Operations	Interview with Department of Human Resources (1/23/24)
Doug Pine	State of Vermont, Director of Talent acquisition and Compensation	Interview with Department of Human Resources (1/23/24)
Sarah Clark	State of Vermont, Deputy Secretary of the Agency of Administration	Interview with Sarah Clark, AoA Deputy Secretary (1/26/2024)
Hardy Merrill	State of Vermont, Deputy Commissioner of Finance & Budget	Interview with the Project Lead Team (1/26/2024) Interview with Department of Finance and Management (1/31/2024)
Beth Fastiggi	State of Vermont, Commissioner of Human Resources	Interview with Beth Fastiggi, Commissioner of Human Resources (1/29/2024)
Chris MacRitchie	State of Vermont, Financial Director	Interview with Agency of Transportation – STARS (1/30/2024)
Lisa Bova	State of Vermont, AOT Special Projects Manager	Interview with Agency of Transportation – STARS (1/30/2024)
Carma Flowers	State of Vermont, Financial Director	Interview with Agency of Transportation – STARS (1/30/2024)
Jayna Morse	State of Vermont, Division Director	Interview with Agency of Transportation – STARS (1/30/2024)
Chad Wawrzyniak	State of Vermont, CFO Department of Labor	Interview with VDOL CFO (1/31/2024)
Michelle White	State of Vermont, Assistant Director of Statewide Reporting	Interview with Department of Finance and Management (1/31/2024)
Jamie Sheltra	State of Vermont, VISION Support Manager	Interview with Department of Finance and Management (1/31/2024)
Joe Harris	State of Vermont, Director of Statewide Accounting	Interview with Department of Finance and Management (1/31/2024)
Aaron Brodeur	State of Vermont, Director of Budget & Management Operations	Interview with Department of Finance and Management (1/31/2024)
Eric Hoefel	State of Vermont, Change Management Specialist	Interview with Department of Finance and Management (1/31/2024)
John Becker	State of Vermont, Director of Statewide Reporting	Interview with Department of Finance and Management (1/31/2024)
Jordan Black-Deegan	State of Vermont, Statewide Grant Administrator	Interview with Department of Finance and Management (1/31/2024)
Seth Hedstrom	BerryDunn, Principal	Interview with BerryDunn (2/1/2024)
Ian Biggers	BerryDunn, Manager	Interview with BerryDunn (2/1/2024)

Name	Employer and Title	Participation Topic(s)
Brianna Padron	BerryDunn, Consultant	Interview with BerryDunn (2/1/2024)
Stacy Gibson-Grandfield	State of Vermont, Director EPMO	Interview with EPMO (2/1/2024)
Adam Greshin	State of Vermont, Commissioner of Finance Management	Interview with Adam Greshin, Commissioner of Finance Management (2/1/2024)
Nini Donovan	Guidehouse, Northeast and ERP Engagement Partner	Interview with Guidehouse (2/5/2024)
Chad Rorden	Guidehouse, Director Workday	Interview with Guidehouse (2/5/2024)
Hunter Richard	Guidehouse, Director, PMO for Statewide	Interview with Guidehouse (2/5/2024)
Misti Tarwater	Guidehouse, Financial and Adaptive Lead/Functional Advisor	Interview with Guidehouse (2/5/2024)
Max Rapoport	Guidehouse, Technical Architect	Interview with Guidehouse (2/5/2024)
Trent Jacobson	Guidehouse, Director	Interview with Guidehouse (2/5/2024)
Bethany Gabb	Guidehouse, HCM Functional Lead/Advisor	Interview with Guidehouse (2/5/2024)
Kate Slocum	State of Vermont, ADS CFO	Interview with Department of Digital Services, CFO (2/28/2024)
Emily Mascitti	State of Vermont, ADS Deputy CFO	Interview with Department of Digital Services, CFO (2/28/2024)

3.2 Independent Review Documentation

Complete the chart below to list the documentation utilized to compile this independent review.

Plante Moran provided an initial listing of documentation needed for the review. This section of the report lists the materials we reviewed and used to create the Risk Management Plan as part of the Independent Review.

Document Name	Description	Source
ERP - Vermont - Implementation Project Governance Structure v7	This is the governance and project org structure outlining the retention of BerryDunn for the project management roles for the ERP project.	Alex Ibey
SOV_ Program Resource Management Plan	This resource plan is an estimate from BerryDunn listing out resource requirements % and FTE%.	Alex Ibey
IT Activity Business Case & Cost Analysis (IT ABC Form)	This is a SOV internal form outlining the business case for the SaaS solution.	Alex Ibey
AOT MATS VTHR data summary	This extract pulls all active AOT employees.	Alex Ibey
AOT_MATS_extract_summary	This extract defines VTHR data mapping with MATS and STARS.	Alex Ibey
ERP-BUDGET-Functional Requirements-Final -03-18-22	This document lists Budget related requirements for the ERP.	Alex Ibey
ERP-Non Functional Requirements	This document lists technical Budget related requirements for the ERP	Alex Ibey

Document Name	Description	Source
HCM - Parking Lot Requirements 3.5.2022	This document lists additional HR, Talent and Payroll requirements.	Alex Ibey
HCM Functional Backlog (taken from 2018 RFP) FINAL DRAFT FOR INPUT TO BIDDER RESPONSE FORM 4.12.22	This document lists Workday requirements for: Benefits, Classification/Compensation, Employee Data, Employee Self-Service, Personnel Action Requests, Labor Administration, Performance Management, Payroll, Position Control, Time and Labor, Reporting, and General.	Alex Ibey
VDOL interface summary	This document outlines field characteristics for New hire DET_vthri023 and the vtpyi198 VDOL Quarterly Wage Report.	Alex Ibey
VTHR Interfaces Diagram	This document lists the VTHR integrations	Alex Ibey
ERP-BUDGET Requirements for Review	Additional requirements for General Budget, Personnel/Position Budgeting, Revenue Forecasting, Capital Budgeting, Calculating, Forecasting and Analysis, and Budget Documents, Reports, Presentations, Visualization and Dashboards	Alex Ibey
ERP-BUDGET-Functional Requirements	This document lists the functional requirements for State Budgeting and Planning process, Position Budget development processes, Legislature to appropriate the budget, and Execute Position Control During Current Year	Alex Ibey
State of Vermont - Workday Business Outcomes Working Session Presentation	This document supported the discussion business outcomes related to the Workday ERP implementation.	Alex Ibey
State of VT - ERP Revised Business Values Draft 1	This document outlines the Business Values and their measures of achievement.	Alex Ibey
SOV Program DashBoard Working File v0.1	This is a dashboard for the reporting month of June 2023. Also contains reporting dashboard template.	Alex Ibey
SOV_Monthly Status Report Presentation - March 2023	This document outlines and communicates the ERP replacement project status.	Alex Ibey
SOV_Part 1A Status Update - Week Ending 4142023	This document reflects weekly status specific to the System Integrator Acquisition during activities from April 2023.	Alex Ibey
SOV_Program Budget Management Plan	This document outlines the estimated budget for the ERP project up to 10-year forecast.	Alex Ibey
SOV_Program Governance Structure	This document outlines the Preliminary Governance Structure – Working Draft 8 with BerryDunn as the Project Management support service for the ERP.	Alex Ibey
SOV_Program Watch List Items	This document lists items needing to be watched for risk or issue. 7 items.	Alex Ibey
State of VT - Workday Business Outcomes Working Session Notes	This document captures notes from a November 16, 2023, Workday Business Outcomes working session.	Alex Ibey

Document Name	Description	Source
AOA Human Capital Management Project IT_ABC_Form_FINAL.5.23.22.esigned	This is the final SOV internal form outlining the business case for the SaaS solution.	Alex Ibey
State of Vermont_Document Log	This document lists all pertinent ERP project documents.	Alex Ibey
VT SI Risk and Issue Log	This document lists the risks, issues and action items as of December 2023.	Alex Ibey
EXHIBIT C_Bidder Response Form - AOA ERP HCM & Budget - Final	This document was used to submit the RFP response to the State of Vermont.	Alex Ibey
EXHIBIT D_VTHR Interfaces Diagram	This document is a copy of the VTHR Interface Diagram document.	Alex Ibey
State of Vermont Human Capital Management and Budget RFP Final	This document is the Request for Proposal for the ERP.	Alex Ibey
VT Guidehouse Contract and SOW Working Draft_12282023 for GH Review	This document is a work in progress towards contract negotiations.	Alex Ibey
RFP responses from Accenture, AVAAP, Deloitte, Guidehouse Collaborative Solutions	These documents are separate RFP responses.	Alex Ibey
ERP Architecture Logical Architecture	Cannot load visio content when trying to open	Alex Ibey
ERP Tenant - Workday Logical Architecture Pending	This document does not contain content as of 3/9/2024.	Alex Ibey
Vermont-Security Implications-NACHA	This document does not contain content as of 3/9/2024.	Alex Ibey
VTHR Interfaces Diagram	This document illustrates VTHR Interfaces with IRS, People's United Bank, BCBS, Corvel, Dental Delta, ACA, Securian Financial etc.	Alex Ibey
VTHR_ Interfaces_annotated_CP	This document does not contain content as of 3/9/2024.	Alex Ibey
VTHR_ Interfaces_vendorquestions	This document does not contain content as of 3/9/2024.	Alex Ibey
Workday foundational data model	This document does not contain content as of 3/9/2024.	Alex Ibey
eSigned Subscription-438671-State_of_Vermont - signed.pdf	Workday subscription amendment #3.	Kate Slocum
PSFT Expansion 8-14-23.pdf	Peoplesoft contract expansion.	Kate Slocum
PSFT Expansion 2-23-22.pdf	Peoplesoft contract expansion.	Kate Slocum
2008 PSFT Ordering Document – State f Vermont.pdf	Initial Peoplesoft ordering document.	Kate Slocum
ERP Combined Costs Workbook-IT ABC Inputs 2024.xlsx	Combined full-cost workbook.	Alex Ibey
Guidehouse Updated Cost Proposal V02192024.xlsx	Guidehouse updated the cost proposal for financial updates and timeline changes from negotiations.	Alex Ibey
Workday Response to ITS75-NASPO Solicitation 05 10 2022 (Final).pdf	Workday response to NASPO software request.	Alex Ibey

4. Project Information

4.1 Historical Background

Provide any relevant background that has resulted in this project.

The HCM Oracle PeopleSoft system was implemented in 2013. Since then, the product has not been regularly updated with bundles and patches. The current version is no longer fully supported by Oracle. Due to this non-support, the business cannot take advantage of federal compliance patches, bundles, and updates without paying additional maintenance and customizing the current installation. Not keeping the HCM up to date, the state is at risk with the IRS and other Federal Mandates. The system lacks the required Performance Management capabilities necessary to manage State Employee evaluations and goals successfully and regularly.

The Financial system (VISION) and the CGI VANTAGE system are also aging and in scope for this system replacement. The current version of Oracle PeopleSoft for both VISION and HCM, and the CGI VANTAGE system are at end of life.

The State of Vermont purchased Workday enterprise resource planning software in 2022 with the intent to implement the Human Capital Management (HCM) functionality in the initial phase, with other functionality planned for future phases. During the BAFO process, the Financial system was included, and prices were received for the entire ERP suite.

ERP implementations are complex projects, relatively expensive, with multi-year schedules, and often incorporate replacement or integration of multiple legacy systems, impacting statewide business processes. Risk identification and management are key success factors for these multifaceted projects. The State of Vermont has wisely decided to complete a holistic, independent review of the ERP implementation before proceeding further. The purpose of the independent review is to focus ERP expertise on the state's vision for this project and identify areas of risk.

Explain why the project is being undertaken.

This statewide ERP implementation project will align with the Governor's goal to modernize state government by replacing aging software with a SaaS solution, Workday HCM, Adaptive Planning, and Finance.

The overall goal of this project is to deploy a single system with a single source of data, a single security model, and a single user experience as a cloud-based system. This system will evolve to meet changing state business objectives. Specifically, with this initiative, the State of Vermont will realize cost benefits by improving its overall applicant, employee, and management experience.

Additionally, improving state reporting metrics, budget planning, and consistency across agencies and departments with a common best practice of Finance management, tracking, and reporting utilizing data entry or reviews and approvals using modern workflow approval processes and field-level quality validations.

4.3 Project Scope

Describe the project scope and list the major deliverables. Add or delete lines as needed.

As described in the Guidehouse Contract and Statement of Work (SOW), the system implementor will provide development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development, monitoring, support, backup, and recovery, change management, technology updates and upgrades and other professional services.

The Contractor, Guidehouse, will implement using its methodology, which provides templates, methods, and scripts specific to public sector Workday deployments and will be adapted for the State for each phase of the Project.

This methodology combines the Contractor's proprietary Base Camp deployment stage with Workday's Deployment Methodology of Plan, Architect & Configure, Test, and Deploy stages, as outlined in **Table 4.3.1 Major Deliverables**.

Plante Moran conducted a data-based assessment and analysis, utilizing our risk strategies in identifying, analyzing, and responding to ERP implementation gaps and risks. Our approach identified strengths, weaknesses, opportunities, and threats. We identified a list of risks and have included a list of recommendations with the goal of minimizing the consequences of adverse events or exposure.

As part of our risk assessment, we conducted a deep dive quality assurance review of the ERP Implementation plan to ensure that the plan aligns with the project scope and objectives, specifically requirements, deliverables, and expected outcomes. We then reviewed the logic and structure of the plan by examining the sequence, dependencies, and relationships of the activities and tasks (internal and external). We analyzed estimates and assumptions, which include time, cost, and resource estimates for each activity and task, as well as the assumptions and constraints that impact the schedule.

Plante Moran also completed a security assessment work plan review to align with the State's expectations regarding Information Security. The results of this assessment and the identified risks are included in the report.

Our approach when analyzing costs and benefits included validation of accuracy and completeness. We have provided a Lifecycle Cost Benefit Analysis as part of this report. Additionally, our review included an assessment of the cost to operate the system to illustrate the lifecycle Net Operating Cost Impacts with current and projected costs. This analysis was conducted through an evaluation of the State's ERP selection process.

Risks or issues identified during the Implementation Plan assessment are documented in the risk register and log for review and mitigation.

The services within the scope of this engagement include:

- Identify acquisition & lifecycle costs.
- Assess Wide Area Network (WAN) and/or Local Area Network (LAN) impact.
- Assess risks and/or review technical risk assessments of an IT project, including security, data classification(s), subsystem designs, architectures, and computer systems, in terms of their impact on costs, benefits, schedule, and technical performance.
- Assess, evaluate & critically review implementation plans, focusing on
    - Adequacy of support for conversion & implementation activities
    - Adequacy of Agency/Department & partner staff to provide Project Management
    - Adequacy of planned testing procedures
    - Acceptance/readiness of staff
    - Schedule soundness
    - Adequacy of training pre & post project.
- Assess proposed technical architecture to validate conformance to the State's "strategic direction".
- Ensure system use toolsets & strategies are consistent with the State's CIO policies, including security and digital records management.
- Assess the architecture of the proposed hardware and software about security and systems integration with other applications within the Agency/Department, and within the Agency/Department & existing or planned Enterprise Applications.
- Perform cost & schedule risk assessments to support various alternatives to meet mission needs, recommend alternative courses of action when one or more interdependent segment(s) or phase(s)

experience a delay, and recommend opportunities for new technology insertions.
- Assess the architecture of the proposed hardware and software against the state of the art in this technology.
- Assess a project's backup/recovery strategy and disaster recovery plan for adequacy and conformance to State policy.
- Evaluate the ability of a proposed solution to meet the needs for which the solution has been proposed and define the ability of the operational & user staff to integrate this solution into their work.

4.3.1 Major Deliverables

The tables below summarize the deliverables outlined in the Guidehouse Statement of Work to support the Workday ERP implementation project.

Human Capital Management (HCM)

Project Stage	Activities		Deliverables / Milestones	Payment
Stage 0: Base Camp HCM-4 months	• Project kick-off • Framework and process discovery workshops • Role assignments and skills matrix • State project team training plan	• Solution vision • Integration strategy and inventory • Data conversion strategy • Reporting and analytics strategy • Delta review summary presentation	• Base Camp Initiation • Vision Statement that documents Project's "North Stars" • GH+ Discovery Workshop Notes • Recommended Roadmap • Analysis of KPI's • Customer Training Plan • Baseline Process Delta Reviews	• 2 payments of $510,468.00
Stage 1: Plan HCM-1 month	• Project organization chart • Project plan • Project charter • Value drivers key performance indicators (KPIs) • Decision Authority Matrix • Risk and issue management plan • Weekly status report	• Delivery Assurance overview • Organizational change management strategy • Communication plan • Tenant strategy • Foundation tenant build • Testing strategy • Integration inventory - updated	• Project Initiation Kick Off • Project Organizational Structure • Baseline Project Schedule • Tenant Strategy • Communications Plan	• $510,468.00
Stage 2: Architect and configure HCM-9 months	• Architect and configuration documents • Architect and configure tenant build • Customer confirmation sessions • Configuration unit test	• Reporting and analytics build and unit test • Integrations build and unit test • Configuration change control plan • Change impact assessment	• Workset A – Design Sessions, Configuration & Business Process • (BP) Workbook Completion, Data Load • Workset A – Playback	• 9 payments of $510,468.00

Project Stage	Activities		Deliverables / Milestones	Payment
	plan • Knowledge transfer workshops: configuration and troubleshooting • Configuration unit testing • Solution vision – updated	• End user training plan • End-to-end test plan • End-to-end tenant build	• Workset B – Design Sessions, Configuration & BP Workbook • Completion, Data Load • Workset B – Playback • Workset C – Design Sessions, Configuration & BP Workbook • Completion, Data Load • Workset C – Playback • Customer Confirmation Session Completion • Unit Testing Complete	
Stage 3: Test HCM-5 months	• Configuration change control plan- deployed to implementation tenants • End-to-end testing • Payroll parallel test plan • Payroll parallel testing • Knowledge transfer workshops: regression testing • Solution vision- updated	• Knowledge transfer checkpoint: troubleshooting checkpoint • Production preparedness structure and support model • Production dress rehearsal • Communication plan- updated • Cutover plan • End user training plan: training schedule and collateral	• End-to-End Tenant Build Complete • Parallel Tenant Build Complete • Testing Stage Complete	• 3 payments of $510,468.00
Stage 4: Deploy HCM-2 months	• Value drivers key performance indicators (KPIs)- reports deployed • Solution vision- updated for final check • Knowledge transfer checkpoint: final production readiness • Production	• Configuration change control plan-deployed to gold/preproduction tenant • Gold tenant build • Go live authorization form • Go live • Lessons learned and report • Final acceptance	• Employees Live on Workday HCM	• $510,468.00

Project Stage	Activities		Deliverables / Milestones	Payment
	preparedness structure and support model- deployed • End-user training			
Warranty HCM 3 months	• 2 payrolls complete	• 90-day warranty period for both HCM and FIN	• First 2 payrolls complete • 90 Day Warranty Complete	• $510,468.00 • $480,468.00

Financial

Details were not available in the SOW at the time this report was drafted. Once the final SOW is complete, this chart will be updated to reflect the activities, deliverables/milestones, and payments for each stage of the project. The total cost for this phase, $10,748,770.59, has been included in the overall report.

Project Stage	Activities		Deliverables / Milestones	Payment
Stage 0: Base Camp FIN-4 months	•	•	•	•
Stage 1: Plan FIN-1 month	•	•	•	•
Stage 2: Architect and configure FIN-6 months	•			
Stage 3: Test FIN-6 months	•			
Stage 4: Deploy FIN-1 month	•			
Warranty FIN-3 months	•			

This table will be updated once the SOW from Guidehouse has this section complete.

Adaptive Planning

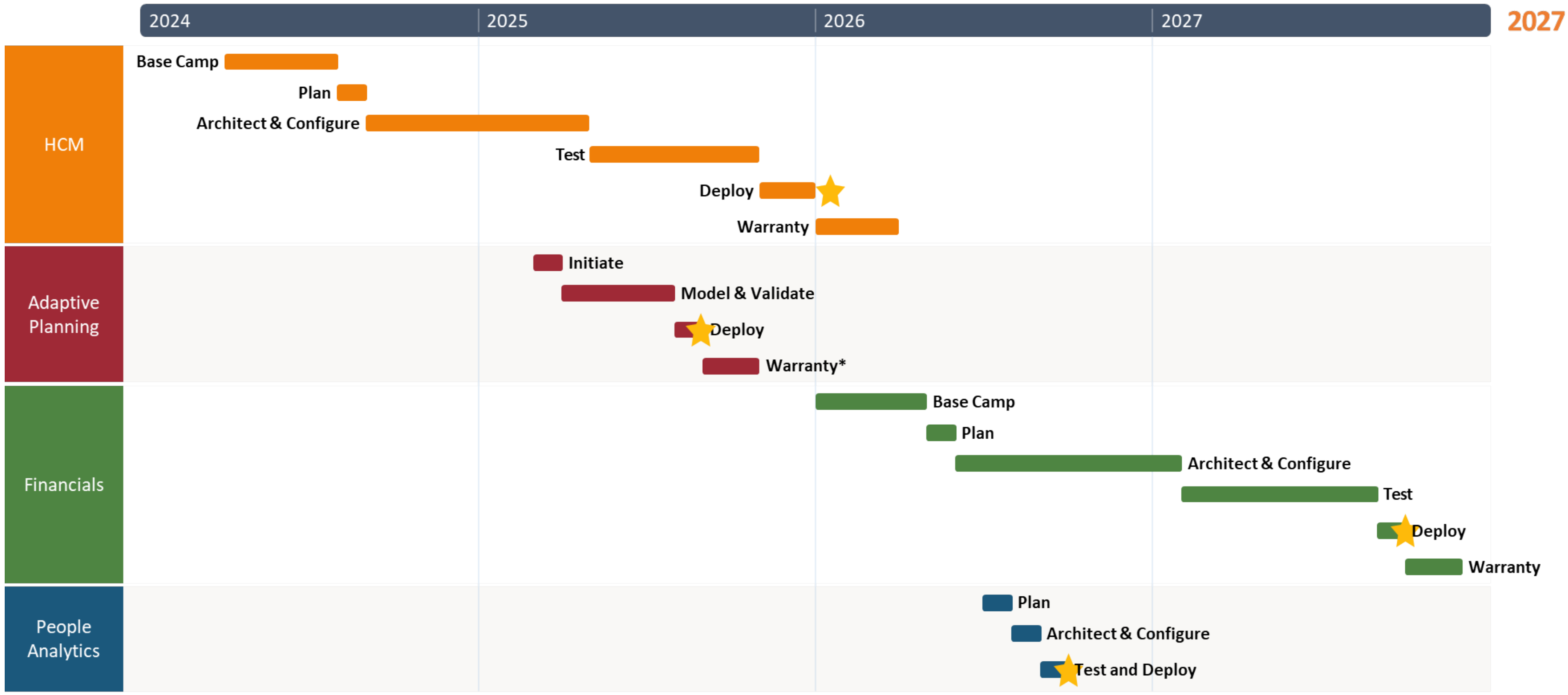
Project Stage	Activities		Deliverables / Milestones	Payment
Initiate 1 month	• Project kick-off	• Planning and project management documentation • Adaptive Planning Project Initiation (D)	• Adaptive Planning Project Initiation	• $510,468.00
Model and validate 4 months	• Requirements gathering	• Gap identification	NA	NA
Deploy 1 month	• Configured solution in test tenant		NA	NA
Warranty	• Testing only (not live)		• Adaptive Planning Go-Live	• $510,468.00

People Analytics

Project Stage	Activities		Deliverables / Milestones	Payment
Plan 1 month	• Project kick-off	• Planning and project management documentation	• People Analytics Initiation	• $15,000.00
Architect and Configure 1 month	• Requirements gathering	• Gap identification	NA	NA
Test and deploy 1 month	• Configured solution in test tenant		• People Analytics Live in Workday	• $15,000.00

4.4 Project Phases, Milestones and Schedule

Provide a list of the major project phases, milestones and high-level schedule. You may elect to include it as an attachment to the report instead of within the body.



See **Section 4.3** above for the specific phases, stages, and milestones and high-level schedule for payments. The picture below shows the overall schedule for the project as understood in the current SOW. Note: the actual schedule is still in final discussion with Guidehouse, so this schedule could change when the SOW is complete.

5. Acquisition Cost Assessment

List all acquisition costs in the table below (i.e. the comprehensive list of the one-time costs to acquire the proposed system/service). Do not include any costs that reoccur during the system/service lifecycle. Add or delete lines as appropriate. Based on your assessment of Acquisition Costs, please answer the questions listed below in this section.

1. **Cost Validation: Describe how you validated the Acquisition Costs.**

   Plante Moran analyzed the costs from the original proposals, the BAFO, and the costs from ADS on other services. See Attachment 3 - Cost Summary.

2. **Cost Comparison: How do the Acquisition Costs of the proposed solution compare to what others have paid for similar solutions? Will the State be paying more, less or about the same?**

   The State is paying similar costs for the services to be provided. Recent procurements in the states of Washington, Rhode Island, Georgia, and Pennsylvania General Assembly for Workday subscriptions and System Implementer costs are all in alignment with what the State will be paying. These costs and contracts are not publicly available, but they were used to run a comparison. Based on your size, including employee count, your costs for this ERP align.

3. **Cost Assessment: Are the Acquisition Costs valid and appropriate in your professional opinion? List any concerns or issues with the costs.**

   Plante Moran has no concerns related to the costs.

Additional Comments on Acquisition Costs:

These acquisition costs are in alignment to the BAFO to the SOW from Guidehouse. The changes and refinements from the BAFO to the actual SOW were minor and still aligned to the overall cost that was received during the procurement process.

6. Technology Architecture and Standards Review

After performing an independent technology architecture review of the proposed solution, please respond to the following.

A. Assess how well the technology solution aligns with the business direction.

The proposed Workday implementation scope from Guidehouse includes a project stage titled “Architect & Configure” in which the vendor will work with the State to gather a detailed understanding of the related business requirements and processes for the finance and human resources system and align the system deployment & configuration accordingly. Key activities noted are:

- Configuration design
- Business process design
- Integration & report design

In addition to the design aspects, the scope of work from Guidehouse includes environment build and testing activities. The scope of work does not specifically include business process optimization or redesign activities which would be necessary to align the business practices with the system capabilities and support the design activities contemplated.

B. Assess how well the technology solution maximizes benefits for the State.

As with many cloud-native software applications, the Workday solution provides significant technical benefit to the State by helping to dimmish its reliance on legacy on-premise business critical applications in favor of modern cloud-based alternatives. By making the shift to a cloud-based solution, the state will gain key technical benefits as compared to the current state. Notable technical benefits include the development of a new modern foundation data model (FDM) that will serve as a baseline for future financial accounting, human resources management and reporting. Additionally, the solution provides for expanded integration capabilities using modern API's along with the ability to leverage pre-built integrations with key. Lastly, the use of a cloud (SaaS) solution will improve the operational characteristics of the financial and HR system by means of financially backed service level agreements (SLA's) for performance, availability, and disaster recovery aspects.

Pertaining to the scope of work proposed by Guidehouse, there is inclusion of creating Value Drivers and Key Performance Indicators to measure the received value and benefits to the State for the deployed solution. The creation of these measures is included in Stage 4 of the proposed scope of work.

C. Assess how well the information architecture of the technology solution adheres to the principle of Information is an Asset.

The Workday solution defines the concept of a Foundational Data Model (FDM) which is core component of the platform. The FDM is the multidimensional data structure of Workday accounting and financial reporting and serves as the baseline for Workday organizations and Worktags. The collaborative development of the FDM (between the state and Guidehouse- the implementation vendor) provides the state the opportunity evaluates the related data and focus on realignment of this information into the FDM structure that will result in greater data quality and reporting capabilities. Additionally, the robust integration capabilities of Workday will enable the state to optimally integrate with other business systems in a more optimized manner. It should be noted that data normalization, standardization and cleansing activities may be necessary for the state's integrated business systems to align them with the Workday FDM.

The Guidehouse implementation scope of work includes the conversion of the State's existing finance and human resources data to the new system, with the data elements and scope varying. Additionally, Workday PRISM Analytics (data warehouse) is included in the integration scope for Guidehouse and is intended house some of the historical data that will not be converted directly into Workday.

D. Assess if the technology solution will optimize process.

With consideration of optimizing of technology-related operational processes for the ERP system, Workday is responsible for performing the required IT operational activities necessary to meet the service level agreements defined in the state service contract with the vendor. Notable areas for IT process optimization relative to the ERP system include the reduction of the state's responsibilities relative to performance and capacity management, information, and system security (within the context of system operation) and disaster recovery.

E. Assess how well the technology solution supports resilience-driven security.

The Workday solution provides robust security measures to ensure the security of the application and the data contained therein. The measures purportedly used by workday follow best-in-class approaches and standards which combined enable key aspects of security resiliency. Workday publicly identifies the key security aspects which support security resiliency:

- Data Centers
- Network Security
- Application security
- Data Encryption
- Auditing
- Authentication

Additional information provided by Workday: https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/security-exhibit.html

The Guidehouse scope of work presumes the State will provide SAML-based authentication for purposes of providing authorization to the Workday system. Additionally, the following assumptions were made by Guidehouse pertaining to user authentication:

- State will deploy a multi-factor authentication solution in production.
- State will have all Workday users authenticate to Workday via multi-factor authentication.
- State is responsible for all configurations associated with State-owned multi-factor authentication solution.

Deployment and configuration of other aspects of cybersecurity are outside of the scope of work provided by Guidehouse in relation to the Workday system deployment.

1. **Sustainability: Comment on the sustainability of the solution's technical architecture (i.e., is it sustainable?).**

   The Guidehouse implementation scope of work identifies approximately 6-10 dedicated State technical roles during the implementation of Workday. The State's post-go-live support requirements were not identified in the materials provided to Plante Moran. Thus, a determination regarding the sustainability of the solution could not be determined.

2. **How does the solution comply with the ADS Strategic Goals enumerated in the Agency of Digital Services Strategic Plan 2022-2026.**

   The goals enumerated in the ADS Strategic Plan include:

   - IT Modernization
   - Cybersecurity & Data Privacy
   - Vermonter Experience
   - Financial Transparency

   The implementation of a cloud-native ERP solution (Workday) that was designed and principled upon best-practice business operations aligns with the ADS strategic goal of "IT Modernization". With respect to alignment with the technical direction of the state, this solution supports technological advancement within ADS and AOA by utilizing cloud-based services to support economies of scale and reduce costs. Based on published information, Workday solution provides a modern data architecture, robust security model and robust integration capabilities using modern REST-based application programming interfaces (API's). Due to the nature of this system, significant changes in the state's related business processes will be required to yield the greatest benefit from the solution.

3. **Compliance with the Section 508 Amendment to the Rehabilitation Act of 1973, as amended in 1998: Comment on the solution's compliance with accessibility standards as outlined in this amendment. Reference: http://www.section508.gov/content/learn**

   Based on Workday publicly provided information, Workday does not warrant compliance with Section 508 of the Rehabilitation Act of 1973. Workday formally states:

   "We evaluate our products against WCAG 2.1 A /AA standards, Section 508, and EN 301 549. We do not warrant compliance with WCAG 2.1 A /AA standards, Section 508, and EN 301 549 or any other jurisdictional standards."

4. **Disaster Recovery: What is your assessment of the proposed solution's disaster recovery plan; do you think it is adequate? How might it be improved? Are there specific actions that you would recommend to improve the plan?**

   Based on the information provided to Plante Moran for the purposes of this independent review, a determination of the adequacy of the disaster recovery capabilities could not be completed.

   It is noted that Workday provides publicly available information pertaining to their disaster recovery contractual obligations as noted below. The State's contractual obligations may vary and were not reviewed by Plante Moran.

- Contingency Planning. Policies and procedures for responding to an emergency or other occurrence (for example, fire, vandalism, system failure, pandemic flu, and natural disaster) that could damage Customer Data or production systems that contain Customer Data. Such procedures include:
- Data Backups: A policy for performing periodic backups of production file systems and databases or Professional Services Data on Workday's SFTP Server, as applicable, according to a defined schedule;
  - Disaster Recovery: A formal disaster recovery plan for the production data center, including:
    - Requirements for the disaster plan to be tested on a regular basis, currently twice a year; and
    - A documented executive summary of the Disaster Recovery testing, at least annually, which is available upon request to customers.
  - Business Continuity Plan: A formal process to address the framework by which an unplanned event might be managed in order to minimize the loss of vital resources.

Additional information provided by Workday: https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/security-exhibit.html

5. **Data Retention: Describe the relevant data retention needs and how they will be satisfied for or by the proposed solution.**

The State's specific data retention requirements were not provided to or evaluated by Plante Moran. The Guidehouse implementation scope of work includes the deployment and configuration of the PRISM Analytics services for the purposes of housing historical and unconverted data. Guidehouse' s standard approach includes loading current year data and prior year balances where applicable. The historical data will leverage PRISM analytics and the Guidehouse will work with the State to further define the data conversion scope.

The PRISM Analytics scope for the State includes a total of four (4) PRISM Analytics use cases, two to be used as part of the HCM deployment and two to be used for Financial. Potential Workday PRISM Analytics use cases identified by Guidehouse include:

- Job and Position History
- General Legacy HR Data Changes
- Legacy Payroll Results Data
- Historical GL Balances
- Historical AP Transactions
- Historical AR Transactions

6. **Service Level Agreement: What are the post implementation services, and service levels required by the State? Is the vendor proposed service level agreement adequate to meet these needs in your judgement?**

Based on the information provided to Plante Moran for the purposes of this independent review, a determination of the adequacy of the service level agreements could not be completed.

It is noted that Workday provides publicly available information pertaining to their service level obligations which include Workday's Service Availability commitment for a given calendar month is 99.7%. The State's contractual obligations may vary and were not reviewed by Plante Moran. Additional information provided by Workday: https://www.workday.com/en-us/legal/contract-terms-and-conditions/index/production-support-and-service-level-availability.html

7. **System Integration: Is the data export reporting capability of the proposed solution consumable by**

the State? What data is exchanged and what systems (State and non-State) will the solution integrate/interface with?

The Guidehouse implementation includes the creation of integrations for the purposes of exchanging data between Workday and other systems used by the State. There are 62 HCM, 31 Financial, and 5 additional integrations identified in the referenced scope of work. Guidehouse is responsible for the creation of the Workday portion of the integration within scope with the State responsible for the third party/legacy components. All integrations developed will utilize the Workday Integration Cloud service offering provided by the vendor. The scope of work also denotes that "PeopleSoft HCM integrations are for the purposes of workforce planning in Workday's Adaptive Planning for the 2025 budget cycle and will be deprecated upon Workday HCM go-live."

Additional Comments on Architecture:

None

7. Assessment of Implementation Plan

After assessing the Implementation Plan, please comment on each of the following.

1. **The reality of the implementation timetable**

   As described in Section 1.3, the project schedule presented is reasonable but will require the state to focus on staffing and ensuring that staff and competing activities throughout the year, causing resource constraints are carefully monitored.

   Also noted, is the lack of needed skill sets (Cobol) to support integrations and conversions.

   Careful consideration is needed regarding the timing and order of the Foundation Data Model (FDM) foundational setup impacting other modules such as HCM, Adaptive Planning (budget), and downstream finance components. We recommend that the entire FDM be designed during the HCM Base Camp stage.

2. **Readiness of impacted divisions/ departments to participate in this solution/project (consider current culture, staff buy-in, organizational changes needed, and leadership readiness).**

   During the interviews, Plante Moran found gaps in communications regarding the upcoming ERP initiative. Several stakeholder groups were aware there was a project coming, and buy-in existed, whereas others did not—e.g., user-level staff, third Parties, etc. A better approach to communicating and engaging all stakeholders early on will be needed to better prepare for the ERP project.

3. **Do the milestones and deliverables proposed by the vendor provide enough detail to hold them accountable for meeting the Business needs in these areas:**

   - Project Management
     - Project Management will be owned by Berry Dunn, where Berry Dunn will oversee Guidehouse as the system implementor. The State of Vermont EPMO will then have oversight for Berry Dunn and if needed with Guidehouse.
     - Plante Moran recommends a clear and concise project governance is documented and managed as well as strong vendor management practices to avoid any exposure.
   - Training
     - There is adequate opportunity for training and knowledge transfer outlined in the Guidehouse methodology, from product exposure during Base Camp, training the Plan stage, additional knowledge transfer during testing and validation with end user training crossing over from Testing to Deployment.
     - Plante Moran recommends a more robust approach for Change Management right at start

of project if not before focusing on the end user specifically due to the HCM component of the deployment where end users are extremely vested in the Payroll, Benefits and Hiring functions.

- Testing
  - There is adequate documentation outlining expectations, deliverables, outcomes for Testing.
- Design
  - There is adequate documentation outlining expectations, deliverables, outcomes for design.
- Conversion (if applicable)
  - During Plante Moran's research and review, it was noted that there are various documents listing integrations but not consistently. Plante Moran recommends documenting a clear and concise listing of interfaces/integration with confirmed ownership/assignments between the State of Vermont and Guidehouse.
- Implementation planning
  - The concern with the implementation planning or schedule is the order and timing of the modules. The recommendation is to carefully consider setting the financial foundation as a first priority. As stated in **Section 7.1.C.**
- Implementation
  - Overall, there is adequate detail to hold the Contractor accountable pending suggested feedback and findings from Plante Moran's review of the Contract.

4. Does the State have a resource lined up to be the Project Manager on the project? If so, does this person possess the skills and experience to be successful in this role in your judgement? Please explain.

Yes, the State has hired Berry Dunn to manage all aspects of the implementation. Berry Dunn is very familiar with the State's culture and systems and has conducted previous work in other areas of implementations.

Additional Comments on Implementation Plan:

None

8. Cost Analysis and Model for Benefit Analysis

Note: this section must be included for the final report to be accepted by the State

This section involves four tasks:

1) *Perform an independent Cost Analysis and model for Benefit Analysis. Information provided by the State may be used, but the reviewer must validate it for accuracy and completeness.*
2) *Provide a Lifecycle Cost Benefit Analysis spreadsheet as an* ***Attachment 1*** *to this report. A sample format is provided at the end of this report template.*

A. *The cost component of the cost/benefit analysis will include all one-time acquisition costs, on-going operational costs (licensing, maintenance, refresh, etc.) plus internal costs of staffing and "other costs". "Other costs" include the cost of personnel or contractors required for this solution, enhancements/upgrades planned for the lifecycle, consumables, costs associated with system interfaces, and any costs of upgrading the current environment to accept the proposed solution (new facilities, etc.).*

B. *The benefit side of the cost/benefit will include: 1. Intangible items for which an actual cost cannot be attributed. 2. Tangible savings/benefit such as actual savings in personnel, contractors or operating expense associated with existing methods of accomplishing the work which will be performed by the proposed solution. Tangible benefits also include additional revenue which may result from the proposed solution.*

C. *The cost benefit analysis will be for the IT activity's lifecycle.*

D. *The format will be a column spreadsheet with one column for each year in the lifecycle. The rows will contain the itemized costs with totals followed by the itemized benefits with totals.*

E. *Identify the source of funds (federal, state, one-time vs. ongoing). For example, implementation may be covered by federal dollars, but operations will be paid by State funds.*

3) *Perform an analysis of the IT ABC form (Business Case/Cost Analysis) completed by the Business.*
4) *Respond to the questions/items listed below.*

1. **Analysis Description: Provide a narrative summary of the cost-benefit analysis conducted. Be sure to indicate how the costs were independently validated.**

   Plante Moran conducted a thorough cost-benefit analysis based on the data provided and the following approach for areas including Software (subscription, training, delivery assurance, PeopleSoft support, and AWS), Consulting (system implementor, business analysts, project management, business transformation, risk assessment, and contingency), ADS Support, Additional Business Staff support, and annual post-go-live costs.

   - **Identification of costs and benefits**: All the costs and benefits associated with the project were identified. Costs included initial investment costs, operational costs, maintenance costs, and any other relevant expenses. Benefits included direct financial gains, cost savings, improved productivity, environmental benefits, etc.
   - **Quantification of costs and benefits:** Once the costs and benefits were identified, they were quantified in monetary terms. This involved gathering actual data from various sources and using models to estimate values.
   - **Cost-associated risk assessment**: Risks associated with the project were identified and analyzed. This involved assessing the likelihood of certain events occurring and their potential impact on costs and benefits.
   - **Comparing costs and benefits:** The total present value of costs was compared to the total present

value of benefits and compared to other State ERP-like implementations to determine whether the benefits outweigh the costs. Based on the approach and data provided, Plante Moran considers this initiative economically viable.

2. **Assumptions: List any assumptions made in your analysis.**
    - The implementation of the Workday application will not incur additional upgrade costs resulting from the biannual rollout of new features and functions for the user base. Consequently, the client will not face ongoing expenses related to hardware and software refreshes and regular recurring upgrade costs, as observed in previous experiences.
    - Upon completion of the financial implementation, it is assumed that the maintenance costs associated with the existing systems will cease.
    - Most current training schedule provided (Training-351868-State of Vermont_Clean_2022-12-13.docx). The training costs from Workday were provided at $197,944 for the first year of the implementation based on the original estimate provided from Workday.
    - Estimated one-time cost for the implementation to cover Delivery Assurance for implementation of $350K per year for two years based on comparable costs for the success plans. This cost could be higher or lower based on the service that is selected by SOV and should be applied throughout the implementation timeline.
    - Costs associated with Peoplesoft support might escalate due to operating budget increases. However, the costs outlined are derived from the existing budgets for fiscal years 2024 and 2025. For fiscal years 2026 and 2027, the costs are projected based on the 2025 budget figures provided from SOV without accounting for any increases.
    - The analysis is based on an accurate account of current state data provided, system implementor price analysis, staffing requirement analysis, Workday and Guidehouse contract costs, technical costs (e.g., AWS – hosting), and contingency.
3. **Funding: Provide the funding source(s). If multiple sources, indicate the percentage of each source for both Acquisition Costs and on-going Operational costs over the duration of the system/service lifecycle.**
    - This project will be utilizing general fund dollars that have been appropriated.
    - The State currently has allocated the costs for the current year from their current fiscal budget.

    Note: Per the signed AOA Human Capital Management Project IT BC Form, the following costs have not been included:

    - Costs not included in this IT ABC form include the following:
        - DHR Backfill $900,000 to backfill subject matter expertise so they can adequately support the project.
        - Business Transformation Specialist - 1 contracted FTE for 24 months estimated at $135/hr. = $561,600.
    - These costs were not included in the budget request to the Legislature and will require a funding source.
        - ADS IT Labor for Implementation - not included as those staff hours are paid through the VISION fund.
4. **Tangible Costs & Benefits: Provide a list and description of the tangible costs and benefits of this project. Its “tangible” if it has a direct impact on implementation or operating costs (an increase = a tangible <u>cost</u> and a decrease = a tangible <u>benefit</u>). The cost of software licenses is an example of a tangible cost. Projected annual operating cost savings is an example of a tangible benefit.**

Tangible Costs:

- Software Licensing Fees: The initial cost of purchasing Workday ERP software licenses.
- Implementation Costs: The expenses related to implementing Workday ERP, including consultant fees, training costs, data migration, report development, and integration with existing systems.
- Hardware and Infrastructure Costs: The costs associated with the hardware infrastructure required to host and run the Workday ERP system, including servers, networking equipment, and data storage.
- Ongoing Support and Maintenance Fees: Recurring expenses for technical support, software updates, and maintenance services provided by Workday or third-party vendors.
- Change Management Costs: Expenses related to managing organizational change, including communication, training, and employee support to ensure a smooth transition to the new system.
- Business Transformation Costs: Costs associated with process optimization, strategic alignment, organizational change management and efforts to improve on customer focus.

Tangible Benefits:

- Cost Reduction: The project will streamline business processes, eliminate manual tasks, and improve efficiency, leading to cost savings in areas such as HR administration, payroll processing, and financial management.
- Improved Productivity: By providing self-service capabilities and real-time access to information/data, the project can enhance employee productivity and reduce the time spent on administrative tasks.
- Better Decision Making: The project offers robust reporting and analytics features, enabling organizations to make data-driven decisions based on accurate and up-to-date information across departments such as HR, finance, and procurement.
- Compliance and Risk Management: The project will support agencies/departments in ensuring compliance with regulatory requirements and internal policies, reducing the risk of non-compliance penalties and financial losses.
- Scalability and Flexibility: The project will be designed to scale with the growth of the organization and adapt to changing business needs, providing a flexible platform for future expansion and innovation.

5. **Intangible Costs & Benefits: Provide a list and descriptions of the intangible costs and benefits. Its "intangible" if it has a positive or negative impact but is <u>not</u> cost related. Examples: Customer Service is expected to improve (intangible benefit) or Employee Morale is expected to decline (intangible cost).**

Intangible Costs:

- Cost Reduction: There are cost reductions expected for STARS and FARS systems being replaced by Workday. These costs have not been estimated for this report due to the lack of sufficient data.
- Disruption to Business Operations: Implementing a new ERP system can disrupt normal business operations as employees need to adapt to new processes and workflows. This disruption can result in decreased productivity and temporary setbacks in performance.
- Learning Curve: There is often a learning curve associated with using a new ERP system. Employees may require time and resources to become proficient with the new software, leading to temporary decreases in efficiency and effectiveness.
- Employee Resistance to Change: Resistance to change is a common challenge in ERP implementations. Employees may be resistant to adopting new technologies or processes, leading

to potential conflicts, morale issues, and decreased engagement.

- Loss of Institutional Knowledge: During the implementation process, organizations may lose institutional knowledge as employees retire or leave the company. This loss of expertise can impact the organization's ability to effectively use the new ERP system and adapt to changing business needs.

Intangible Benefits:

- Improved Decision-Making: Implementing a modern ERP system will provide decision-makers with access to real-time data and analytics, enabling better-informed and more strategic decision-making across the organization.
- Enhanced Collaboration and Communication: The ERP system provides improved and modern collaboration tools and features that facilitate communication and collaboration among employees, teams, and departments. This can lead to improved teamwork, innovation, and knowledge sharing.
- Increased Agility and Adaptability: Workday ERP systems are designed to be flexible and scalable, allowing organizations to quickly adapt to changing market conditions, customer needs, and regulatory requirements. This increased agility can help organizations stay competitive and responsive in dynamic business environments.
- Improved Employee Satisfaction and Engagement: Providing employees with modern tools and technologies can improve job satisfaction and engagement. Workday ERP systems often offer user-friendly interfaces, self-service capabilities, and mobile access, which can enhance the employee experience and morale.
- Enhanced Customer Experiences: The ERP implementation can improve customer experiences by streamlining processes and improving operational efficiency. This can result in increased customer satisfaction, loyalty, and retention, ultimately driving business growth.

6. **Costs vs. Benefits: Do the benefits of this project (consider both tangible and intangible) outweigh the costs in your opinion? Please elaborate on your response.**

   Based on the data analyzed in this report, including the risk assessment and adherence to the mitigation strategies and careful consideration of tangible and intangible costs and benefits, the State will benefit from the modernization project.

7. **IT ABC Form Review: Review the IT ABC form (Business Case/Cost Analysis) created by the Business for this project. Is the information consistent with your independent review and analysis? If not, please describe. Is the lifecycle that was used appropriate for the technology being proposed? If not, please explain.**

   The lifecycle costs that were used was a 10-year period, which is similar in the market. It also included all areas that are typically seen in an implementation of Workday. The costs include training, delivery assurance, and other costs that will be necessary to enter into a contract with Workday during the implementation. There was also an assumption that the Workday reports will be sufficient for SOV. Additional report costs or enterprise warehouse capabilities were not included in the cost analysis.

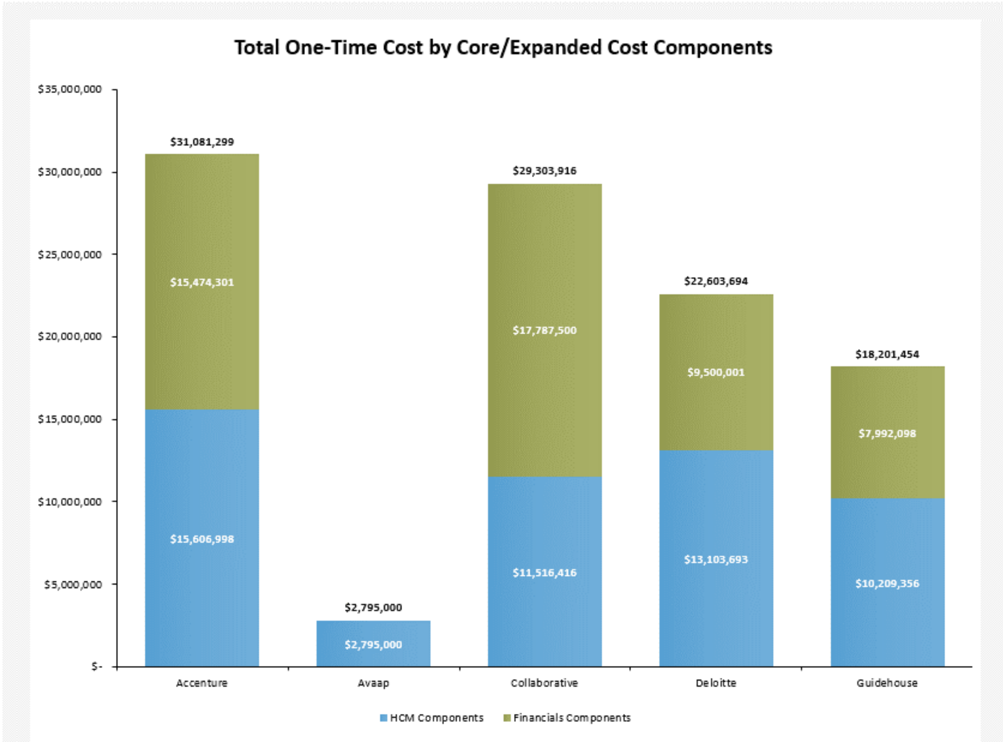
Additional Comments on the Cost Benefit Analysis:

Plante Moran has provided this information in **Attachment 1 - Lifecycle Cost Benefit Analysis** and in **Attachment 3 - Cost Summary**.

9. Analysis of Alternatives

1. **Provide a brief analysis of alternate technical solutions that were deemed financially unfeasible.**

   The State was in need to either upgrade Peoplesoft or implement a new ERP. The procurement process that the State went through identified the best option for moving the states ERP systems forward. Plante Moran reviewed the proposal materials and determined that Avaap was not a viable option based on the response the state received. The other responses were fair but were not the best value from a financial perspective. The table below shows the high-level results of our analysis. More detailed information is available in **Attachment 3 - Cost Summary**.



2. **Provide a brief analysis of alternate technical solutions that were deemed unsustainable.**

   The STARS and FARS systems must be replaced. These systems are at end of life. The Peoplesoft system is also at end of life. The procurement processes the state conducted to select Workday and Guidehouse was reviewed and was deemed fair, based on the review of the proposal information provided.

3. **Provide a brief analysis of alternate technical solutions where the costs for operations and maintenance were unfeasible.**

   The result of our analysis shows the system implementer and software selected were the most reasonable and the costs are comparable to other states working through similar implementations of an ERP, such as Rhode Island, Nevada, Idaho, Georgia, and Washington.

10. Impact Analysis on Net Operating Costs

1.) *Perform a lifecycle cost impact analysis on net operating costs for the agency carrying out the activity, minimally including the following:*
- *Estimated future-state ongoing annual operating costs, and estimated lifecycle operating costs. Consider also if the project will yield additional revenue generation which may offset any increase in operating costs.*
- *Current-state annual operating costs; assess total current costs over span of new IT activity lifecycle*
- *Provide a breakdown of funding sources (federal, state, one-time vs. ongoing)*

2.) *Create a table to illustrate the net operating cost impact.*
3.) *Respond to the items below.*

1. **Insert a table to illustrate the Net Operating Cost Impact.**

New Annual Operating Costs:	$ 4,983,924
Current Annual Operating Costs:	$ 4,012,126
Difference Between Current and New Operating Costs:	$ 971,798

2. **Provide a narrative summary of the analysis conducted and include a list of any assumptions.**

   The new annual operating costs were computed based on the staffing from ADS, AWS, and Workday subscription fees starting in FY27 after the implementation is complete. For the current annual operating costs, these were based on the current costs provided by ADS and the FY25 values were used for FY26 and FY27. These actual costs may be higher due to increases in staffing or cost increases from Peoplesoft. In addition, no costs were provided for the STARS and FARS systems.

3. **Explain any net operating increases that will be covered by federal funding. Will this funding cover the entire lifecycle? If not, please provide the breakouts by year.**

   Not applicable to this effort.

4. **What is the break-even point for this IT Activity (considering implementation and ongoing operating costs)?**

   The state will be in a steady state according to this plan in FY28. This will include the replacement of STARS and FARS. These systems, if not replaced by Workday, will require replacement, which will add significant ongoing costs to the state to procure, implement, and maintain these external systems. These costs are unknown at this time, but other states have implemented separate ERP systems to support Departments of Transportation and Labor, which range from $25M to $35M, with ongoing maintenance costs similar to the Workday ongoing costs.

11. Security Assessment

Assess Information Security alignment with State expectations. ADS-Security Division will support the reviewer and provide guidance on assessment.

1. **Will the new system have its own information security controls, rely on the State's controls, or incorporate both?**

   The state will rely upon Workday's security controls as well as rely upon existing network security controls within SOV's network environment.

2. **What method does the system use for data classification?**

   The State uses job type/classification data types to manage employment and compensation within

Workday. The state has posted an RFP to modernize its classification and compensation evaluation method which is currently conducted using the Willis System.

3. **What is the vendor's breach notification and incident response process?**

   The General Data Protection Regulation (GDPR), a European Union (EU) regulation, repeals and replaces Data Protection Directive 95/46/EC as well as the implementing legislation of the member states. This regulation took effect in all 28 EU member states on May 25, 2018 and simplifies and harmonizes current data protection laws in all EU member states. The GDPR applies to companies in the EU as well as all companies that process or store the personal data of EU citizens, regardless of their location.

4. **Does the vendor have a risk management program that specifically addresses information security risks?**

   Workday has both data safeguard exhibits for customers and also has compliance with SOC and GDRP guidelines. Customers are able to ask for this information annually to perform their own independent reviews.

5. **What encryption controls/technologies does the system use to protect data at rest and in transit?**

   Workday relies on the Advanced Encryption Standard (AES) algorithm with a key size of 256 bits for encryption at rest. Transport Layer Security (TLS) protects user access via the internet, helping to secure network traffic from passive eavesdropping, active tampering, or message forgery.

6. **What format does the vendor use for continuous vulnerability management, what process is used for remediation, and how do they report vulnerabilities to customers?**

   Workday does not provide this specific information to clients. However, if a breach occurs with Workday your contract will cover the recovery activities that will be necessary. In addition, a client can request an audit of the Workday location where your data is housed for a fee.

7. **How does the vendor determine their compliance model and how is their compliance assessed?**

   For Workday, the SOC audit provides an annual review of their compliance.

12. Risk Assessment & Risk Register

Perform an independent risk assessment and complete a Risk Register. The assessment process will include performing the following activities:

A. *Ask the independent review participants to provide a list of the risks that they have identified and their strategies for addressing those risks.*
B. *Independently validate the risk information provided by the State and/or vendor and assess their risk strategies.*
C. *Identify any additional risks.*
D. *Ask the Business to respond to your identified risks, as well as provide strategies to address them.*
E. *Assess the risks strategies provided by the Business for the additional risks you identified.*
F. *Document all this information in a **Risk Register and label it Attachment 2**. The Risk Register should include the following:*

- ***Source of Risk**: Project, Proposed Solution, Vendor or Other*
- ***Risk Description**: Provide a description of what the risk entails*
- ***Risk ratings to indicate**: Likelihood and probability of risk occurrence; Impact should risk occur; and Overall risk rating (high, medium or low priority)*
- ***State's Planned Risk Strategy**: Avoid, Mitigate, Transfer or Accept*
- ***State's Planned Risk Response**: Describe what the State plans to do (if anything) to address the risk*
- ***Timing of Risk Response**: Describe the planned timing for carrying out the risk response (e.g. prior to the start of the project, during the Planning Phase, prior to implementation, etc.)*

G. ***Reviewer's Assessment of State's Planned Response**: Indicate if the planned response is adequate/appropriate in your judgment and if not, what would you recommend.*

Additional Comments on Risks:

Attachment 2 - Risk Register includes impact, recommendation and scoring for assistance in the review by the State.

Attachment 1 – Lifecycle Cost Benefit Analysis

Plante Moran has completed the lifecycle cost-benefit analysis, and the details on this document are available in **Attachment 3 – Cost Summary.** It includes the costs from FY2022 to FY2031 (10 years), which also includes the costs to maintain the existing system.

A few assumptions were made to document these costs below:

1) The costs used to estimate the current costs to maintain the Peoplesoft system are based on the following information. The costs used for FY26 and FY27, are based on the same number presented for FY25. These values could increase based on new operating costs and increases from Peoplesoft.
2) The costs for the business staff have been spread equally across the two implementation phases.
3) Costs have been added for the Workday training and Workday Delivery Assurance. These costs can increase or decrease the overall cost, depending on the type of training and type of Delivery Assurance being purchased from Workday.
4) The costs for the business transformation have been equally spread across the two implementation phases.
5) The schedule and cost information were based on the Guidehouse draft VT Guidehouse Contract and SOW Working Draft_1920024 and the related updated Guidehouse Updated Cost Proposal_v02192024.
6) Our cost materials did not include any training credits or delivery assurance fees from Workday. As of the writing of this report, these costs have not been determined or included by Workday.
7) No costs to maintain or update STARS and FARS have been included in the cost summary below.

Attachment 2 - Risk Register

The Risk Register attached has the ranking and associated impact and mitigation recommendation from Plante Moran.

Attachment 2 - Risk Register

Summary by Risk Category

Risk ID	Risk	Low < 5	Medium 5 - 9	High > 9
	Change Mgmt.			
	Communication			
	Contract/SOW			2
	Data Conversion		1	
	Go-Live			
	Processes		2	2
	Project Mgmt.			
	Reporting	1	2	1
	Resources/Skills	1	1	1
	Schedule		2	2
	Security			2
	Software			
	Technical			2
	Training		1	
	Vendor		1	
	Total	*2*	*10*	*12*

Risk Management is "the process associated with identifying, analyzing and responding to project risk through maximization of

Risk Analysis Scores - Evaluate and score the probability for each risk and its potential impact on the project based on the definitions below:

[1] **Probability Definitions**
- 5 - Very likely to occur
- 4 - Probably will occur
- 3 - May occur
- 2 - Unlikely to occur
- 1 - Very unlikely to occur

[2] **Impact Definitions**
- 5 - Event poses very high cost, schedule, or other failure
- 4 - Event poses major cost, schedule, or other increases
- 3 - Event poses moderate increases, but requirements may still be met
- 2 - Event poses small increases, but requirements may still be met
- 1 - Event has little impact on the project

Probability - Impact Matrix

Probability \ Impact	1	2	3	4	5
5					
4			2	4	
3		4	7	7	
2		3	1		
1					

[3] **Risk Response Strategies** - Define response strategies which can be categorized as:
- a. Avoid - Eliminate the cause.
- b. Transfer - Shift or share related consequences with an external organization (e.g. insurance).
- c. Mitigate - Reduce the probability of occurrence.
- d. Accept - Accept the related consequences.

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
1	Plante Moran's review of the Guidehouse Contract identified risks, issues and gaps. The intent of this review was to provide some guidance and considerations for the State to consider while completing the contract negotiations. See Appendix A – Contract Issue and Risk Review.	4	4	16	Contract/SOW	This risk may impact contract negotiations, project schedule, scope, and resource requirements a possibility of liability concerns.	Contract Negotiations	3/1/2024	EPMO	Mitigate	Priority	The State will review the contract feedback and incorporate/negotiate changes as appropriate.	State mitigation is acceptable.
2	Inefficient internal processes can impact analysis of current state and misalign design of future state.	3	3	9	Processes	This risk will impact the current state analysis misalign the future state design. Before Base Camp, State processes must be documented.	Current/Future Process Analysis	3/1/2024	Specific to Department	Mitigate	Monitor	The State will be contracting with a third party vendor to provide Business Process Transformation services which will assess the current state and document/align the future state for Workday implementation. The State recognizes and accepts that the BPT contract may run concurrently with the implementation contract.	State mitigation is acceptable. PM suggests additional consideration for coordinating the two work efforts to avoid potential conflicts or delays. A clear plan for timeline coordination should be established to ensure that both contracts align effectively.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
3	Limited SOV resources, staff availability, perceived resistance, and low user participation in the early stages of the ERP project are causing concerns for business transformation.	3	4	12	Change Mgmt.	This risk will impact project schedule with delays, missed knowledge transfer opportunities, and post-go-live sustainment issues. However, these challenges can be overcome with a proactive change management approach and the right resources.	Current/Future Process Analysis	3/1/2024	Specific to Department	Mitigate	Monitor	1. The State is implementing a change management team to develop and implement the change management strategy and plan for the project. The creation of a change agent network will assist in bringing additional staff into the project and getting them excited about the project. 2. The business process transformation effort will engage additional staff from across the State. 3. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan. 4. The State has developed a resource management plan and identified resource gaps and constraints for implementation. The State is continuing to identify strategies for mitigating the resource constraints. The Legislature approved the creation of three limited service positions for backfilling to allow for project work Phase 1.	State mitigation is acceptable. PM suggests establishing a change committee (Agency/Dept leads) up front of the ERP/BPT work efforts. Overall, having a change committee dedicated to overseeing the OCM activities supporting the ERP implementation can enhance project governance, mitigate risks, facilitate effective change management, and ensure that the organization realizes the full potential of its investment in the ERP system.
4	Lack of standard security model or active security monitoring for the two PeopleSoft versions. The State's Cloud-first approach relies on identity, network, systems, and device security, but is reactive.	4	4	16	Security	This risk will impact will may result in data breaches and data exposure.	Basecamp	3/1/2024	ADS	Mitigate	Priority	The State does have a standard security model and security monitoring that will be adhered to for this project. The ADS Security Lead will work with the Implementation Vendor to ensure modern standards are adhered to.	State mitigation is acceptable.
5	State systems use multiple accounts for authentication in a multi-domain environment, specifically, Identity and Access Management (IAM) needs improvement and Multi Factor Authentication is not utilized.	3	4	12	Security	This risk will impact user access and security role assignment.	Deployment	3/1/2024	ADS	Mitigate	Priority	The State agrees with this risk and that IAM will be in place for the Workday platform.	State mitigation is acceptable.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
6	Guidehouse's proposed ERP project phasing for HCM, Adaptive Planning and Finance may have integration misalignment gaps and access issues with legacy systems. HCM will be live two years before Finance.	3	4	12	Schedule	This risk will impact downstream modules as FDM design must occur early in ERP timeline impacting reporting and workflows until all systems are live.	Contract Negotiations	3/1/2024	ADS	Mitigate	Monitor	The State agrees that this is a risk, but the inclusion of both HCM and Finance in the scope provides consistency and oversight of integrations to legacy systems.	State mitigation is acceptable.
7	Cost allocation was not included in the Guidehouse contract. This module is required overall and specifically will need to be standardized across the State agencies/departments.	4	4	16	Contract/SOW	This risk will impact design and by way of change requests, cost, scope and schedule.	Contract Negotiations	3/1/2024	EPMO	Mitigate	Priority	The State is requesting that Guidehouse include Allocation in the scope of work.	State mitigation is acceptable.
8	Reporting tools for generating ACFR, SEFA, and Budget Book are currently inefficient, with multiple systems and paper-based methods in use.	4	4	16	Reporting	This risk will impact report accuracy and timeliness, especially in light of the retirement of some key processes. An urgent need exists for more streamlined and effective reporting tools to ensure reliable reporting.	Current/Future Process Analysis	3/1/2024	Specific to Department	Mitigate	Priority	The Workday platform will not be creating the reports listed and are not in scope of the implementation. These products are outside of the scope of the current project. The State has the lead resource of the ACFR report as part of the project and will look for ways to become more efficient in the creation of the reports.	State mitigation is acceptable. An additional consideration is for the State lead resource for the ACFR report to be involved from a data perspective to ensure that the right data is captured for future reports.
9	The remediation strategy for legacy systems and security with the implementation of the Workday ERP initiative is unclear. While Oracle's extended support provides comfort, it's expensive at over 10M per year.	3	4	12	Technical	This risk will impact legacy system costs, continued required support and disruptions to operations.	Basecamp	3/1/2024	ADS	Mitigate	Priority	The State accepts the risk that extended support is necessary for the Peoplesoft platform to continue operations. The State accepts that the legacy system will need to run in parallel during implementation and that there is a cost associated with supporting the legacy system.	State mitigation is acceptable.
10	DHR team is facing challenges with staffing and skill sets. Two tech resources with significant skills are no longer there, causing a knowledge gap. High volume of vacancies and retirements will impact available resources for the ERP initiative.	3	3	9	Resources/Skills	This risk will impact all phases of the ERP implementation, knowledge transfer opportunities, testing, training and post go-live sustainment. The team is proactively addressing these challenges and confident in their ability to recruit top talent and deliver the project on time and within budget.	Basecamp	3/1/2024	Specific to Department	Mitigate	Priority	The State has developed a resource management plan and identified gaps and resources who will be overallocated during the project. The State is taking steps to backfill day to day operations and ensuring the appropriate subject matter experts are assigned to correct area for the project implementation. The Legislature approved the creation of three limited service positions for backfilling to allow for project work Phase 1.	State mitigation is acceptable. An additional consideration is for the State to re-visit the resource management plan consistently and proactively address any resource constraints.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
11	Lack of understanding and experience with concept of SaaS solutions.	3	3	9	Training	This risk will impact usage and cause resistance. Early adoption and awareness, training, and knowledge transfer. This improves engagement, quality, and maintenance.	Basecamp	3/1/2024	ADS	Mitigate	Priority	The State is implementing a change management team that will be responsible for assisting with early adoption, awareness, training, and knowledge transfer.	State mitigation is acceptable.
12	Stakeholders need more exposure to Workday. Staff lack knowledge to confirm assumptions. There are finance knowledge gaps and lack of familiarity with translating organizational structure.	3	3	9	Training	This risk will impact engagement throughout the ERP implementation.	Basecamp	3/1/2024	ADS	Mitigate	Monitor	The State is implementing a change management team that will be responsible for assisting with early adoption, awareness, training, and knowledge transfer. The stakeholders that have been assigned to the various workgroups for implementation, they will be required to go through the basic Workday training modules.	State mitigation is acceptable.
13	The project schedule presents risk due to constraints at competing activities during the implementation period.	3	2	6	Schedule	With mitigation strategies and careful monitoring, we can deliver the project successfully.	Contract Negotiations	3/1/2024	EPMO	Mitigate	Priority	The State intends to bring in additional State Agency/Department staff to be utilized to fill gaps or alleviate over allocated resources and competing priorities.	State mitigation is acceptable.
14	A third party is developing an Affordable Care Act report in December. This is not documented on the integration list or in the ERP implementation timeline.	4	3	12	Schedule	If not included in the ERP scope, this will impact cost, scope, and schedule.	Contract Negotiations	3/1/2024	Specific to Department	Mitigate	Priority	The State will request Guidehouse incorporate this integration/report functionality into the scope of work. The State is aware of the 3rd party integration with the ACA third party vendor. Any additional integrations with Guidehouse will need to be negotiated.	State mitigation is acceptable.
15	Most agencies use data extracts from other systems rather than one source, specifically, DHR retrofits to the integrations to report to the IRS with Oracle data.	3	3	9	Reporting	This will impact engagement, quality and post go live sustainment.	Basecamp	3/1/2024	ADS	Mitigate	Monitor	The State will work with agencies to identify reporting requirements that could be implemented into Workday. State staff will be trained in report writing so they can create their own reports.	State mitigation is acceptable.
16	DHR has a reporting gap regarding staff with two jobs and a blended rate, but no critical compliance issues.	3	2	6	Reporting	This will impact the development of future state and quality of the implementation.		3/6/2024	Specific to Department	Mitigate	Monitor	The State recognizes this as a risk and will be a problem that needs to be addressed in the new solution and will work with the implementation vendor to address the risk.	State mitigation is acceptable.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
17	Grant management is currently administered manually. Time is spent with manual handoffs, manually entering transactions, expenses, aggregating data, and reconciling accounts. With exposure to manual errors.	4	3	12	Processes	This will impact turnaround time in the process, data integrity and efficiency.	Current/Future Process Analysis	3/6/2024	Specific to Department	Mitigate	Priority	The Business Process Transformation contract will include working with all Agencies and/or Departments who have currently approved cost allocation plans with Federal Partners. Prior to Phase II implementation, including Workday Grants Management, the business process analysis work will be completed to ensure that varied requirements and complexities related to different funding streams can be effectively adapted to the new statewide platform.	State mitigation is acceptable. **Background on this risk:** **Interview with DHR:** Grant tracking is new and managed at a summary level. Details needed for reporting are not currently tracked. **Interview with the DOT:** Grants are stored in a contract tracking system, and tables are maintained in STARS. When grant payments are made in STARS, the contract admin must also manually enter them in VISION PeopleSoft. **Interview with VDOL:** FARS is used to reconcile Federal government grants. Its main purpose is to manage grants with efficiency and accuracy. If FARS is no longer in use, then this entire process will need to be migrated to the new ERP system. The high-level process for VDOL begins with the receipt of a pool of money from the Federal government or other sources. Then, a four-digit project code is created to account for the money in FARS from start to finish. A running ledger is maintained to track the pool of money, which then allows a budget to be established. In addition, Formula Funds, which are pools of money given yearly by Congress based on different criteria, also need to be managed and tracked in FARS. **Interview with ADS CFO:** Currently, this agency does not work with too many grants, but grant money is received from the Federal government. Because of how ADS tracks expenditures, which are tracked via projects, it is not established today to have truly comprehensive grant reporting available to them. Some tracking is done via HCM, some in VISION, and some through finance. Their agencies do not issue grants, but they are having discussions about granting more.
18	There isn't an executive sponsorship in representation from FARS and STARS in the Executive Steering Committee.	3	2	6	Governance/Project Mgmt.	This risk will impact ERP project governance, executive sponsorship involvement and misaligned goals.	Basecamp	1/0/1900	EPMO	Mitigate	Monitor	The State has determined that representation from VDOL and AOT will be present at the Program Leadership Team level and the day to day project activities.	State mitigation is acceptable.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
19	Resource availability and constraints impacting ERP implementation timeline are due to budget planning and development, open enrollment, and ACFR preparation and reporting.	2	3	6	Schedule	This risk will impact the ERP schedule and costs.	Contract Negotiations	3/6/2024	Specific to Department	Mitigate	Monitor	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan.	State mitigation is acceptable.
20	PRISM being considered for housing legacy data, this will need its own buildout. The implementation of PRISM may impact the Workday ERP timeline, as SOV resources will need to own the buildout of legacy data needed in PRISM.	3	3	9	Data Conversion	This risk will impact schedule and integration to the EDW, and reporting. However, with careful planning, we can integrate PRISM while minimizing disruptions.	Basecamp	3/6/2024	Specific to Department	Mitigate	Monitor	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan. This work will be added to the overall Implementation Master Schedule.	State mitigation is acceptable.
21	There is a notable lack of awareness amongst ERP stakeholders about the benefits of a consistent FDM. Currently the usage of COA across different agencies varies.	3	4	12	Processes	This risk will impact downstream modules as FDM design must occur early in ERP timeline impacting reporting and workflows until all systems are live.	Current/Future Process Analysis	3/6/2024	Specific to Department	Mitigate	Monitor	The State agrees that we will attempt to include a full FDM during the first phase, but there should be no change to the contract.	State mitigation is acceptable.
22	The ERP Project Lead Team (PLT) confirmed they would be serving as the escalation path to the ESC. BerryDunn will be managing the day-to-day project activities and oversight of Guidehouse. Vendor management governance will be critical, specifically around deliverables, and establishing clear roles and responsibilities.	2	2	4	Governance/Project Mgmt.	Vendor management governance will be critical, specifically around deliverables, and establishing clear roles and responsibilities.	Contract Negotiations	3/6/2024	EPMO	Mitigate	Priority	The EPMO will work alongside the ADS business office to ensure the State has an enterprise approach to vendor management that will include contract management, financial management, performance and risk management and relationship management. The State will provide governance and processes to oversee and manage vendors throughout the project lifecycle.	State mitigation is acceptable.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
23	Key staff are over-allocated in the ERP project. These staff are responsible for decision making, design, conversion validation, testing, training, and support. This will contribute to the concern of employee burnout.	3	4	12	Resources/Skills	This risk will impact schedule, quality and contribute to the concern of employee burnout.	Basecamp	3/6/2024	Specific to Department	Mitigate	Priority	The State plans to allocate resources via the Resource Management Plan. The resource plan has identified the specific resources for each functional area and identified the gaps. The opportunity to bring in additional State Agency/Department staff could be utilized to fill gaps or alleviate over allocated resources. This can be identified in the Resource Management Plan.	State mitigation is acceptable.
24	The current talent acquisition practices are manual and are administered outside of SOV's current VTHR system.	3	2	6	Processes	This risk will impact processing efficiencies and integrated workflows.	Current/Future Process Analysis	3/6/2024	Specific to Department	Mitigate	Monitor	Replacement of Talent acquisition (SuccessFactors) is not in scope for the Workday implementation. Replacement of the current Talent acquisition platform will be considered as a potential future phase.	State mitigation is acceptable.
25	Staff lack the required basic awareness transiting mindset from Transcode Activity to Debits and Credits.	3	3	9	Training	This risk will impact the ability to translate to future state design.	Basecamp	3/6/2024	Specific to Department	Mitigate	Monitor	The State will add this training item to the change management team's scope.	State mitigation is acceptable. **Note for the source of risk.** During the interview with the Agency of Transportation team, this risk was raised regarding basic education needed around what a debit is and what a credit is as the current understanding is using Transcodes which drive the debits and credits in the current system.
26	To ensure seamless integration of non-Workday systems with Workday FDM, data normalization, standardization, and cleansing are imperative.	3	4	12	Technical	This risk will impact integration design, testing, training, and adoption	Architect/Design	3/6/2024	ADS	Mitigate	Priority	The State agrees that we will attempt to include a full FDM during the first phase, but there should be no change to the contract. This work will include a data normalization, standardization, and cleansing activities.	State mitigation is acceptable.
27	Managing legacy data and defining use cases for PRISM analytics can unlock valuable insights and drive better decision-making across the organization.	2	2	4	Reporting	This risk will impact data conversion, reporting, and future EDW planning	Architect/Design	3/6/2024	ADS	Mitigate	Monitor	The State has scoped use cases for PRISM in the contract. In addition to PRISM Analytics, the State will be using the Enterprise Data Warehouse to house and present legacy data.	State mitigation is acceptable.

Attachment 2 - Risk Register

Risk #	Risk Description	Probability[1]	Impact[2]	Prob / Impact Score	Category	Impact on Project if Risk Occurs	Possible Triggers	Date Identified	Risk Owner	Response Strategy[3] / Plan *(Avoid, Transfer, Mitigate, Accept)*	Status	State Response	PM Feedback on SOV Response
28	Effective security protocols are crucial for proper data access and segregation of duties. Overlooking these complexities can cause serious security concerns.	2	2	4	Resources/Skills	This risk will impact user access to data, and reporting.	Basecamp	3/6/2024	ADS	Mitigate	Monitor	The State's security lead will lead the effort in developing and reviewing roles and assignments in the Workday platform.	State mitigation is acceptable.

Attachment 3 - Cost Summary

The Cost Summary has multiple sheets that show the material that was used to create the cost information. These sheets are described below:

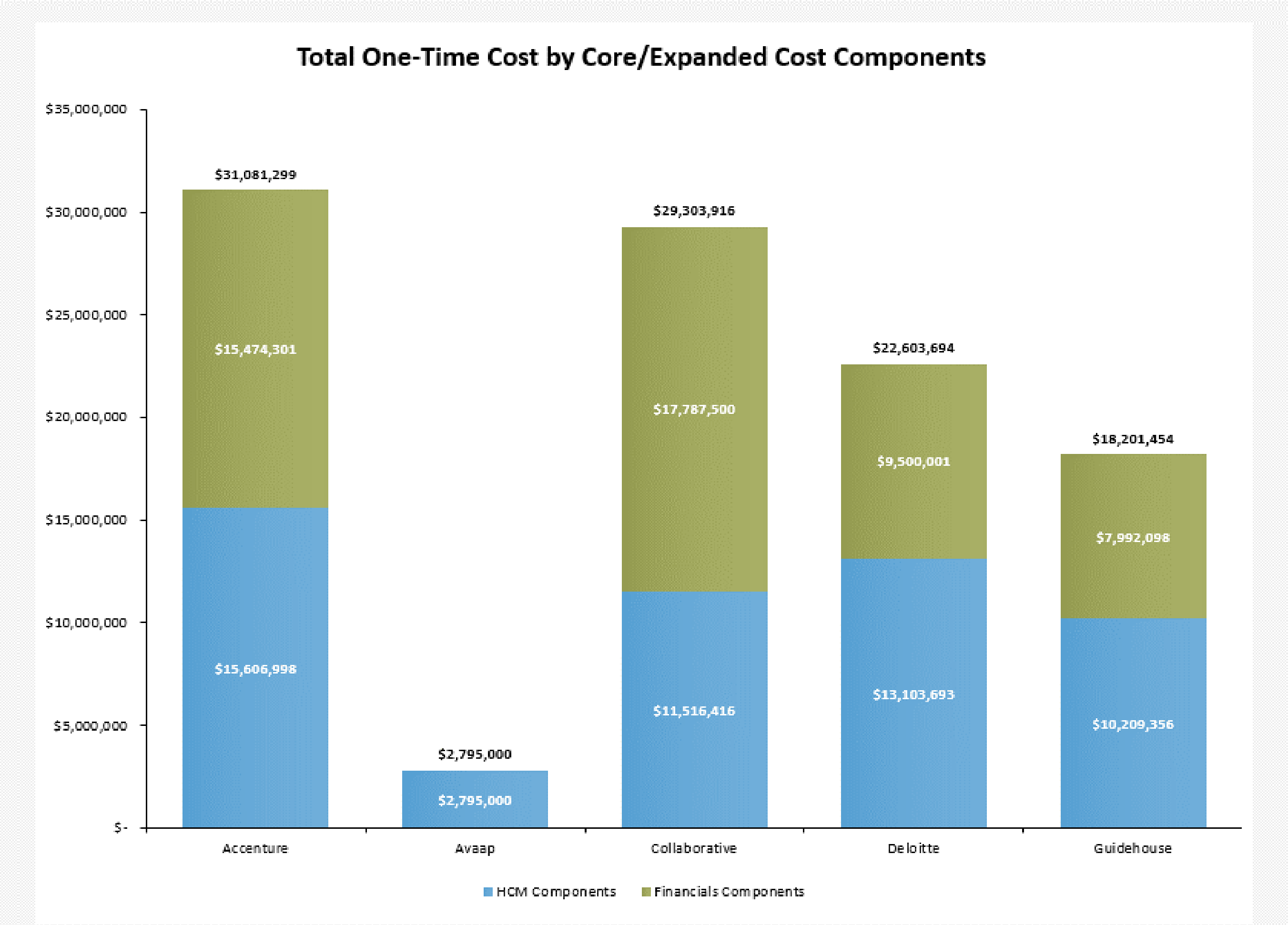
1) **IT Activity Lifecycle Costs:** Provides the IT Activity Lifecycle Costs table that has been provided in the risk assessment document.
2) **Lifecycle Cost Benefit Analysis:** This provides the detailed spreadsheet for the lifecycle calculation and shows the details for each calculation based on information provided by the State.
3) **Price Analysis for SI:** This sheet provides the actual analysis that Plante Moran performed on the system implementer's BAFO proposals to show how each vendor ranked in the proposal and the overall costs. This shows that the cost from the BAFO to the actual SOW at the time of this report has changed very minimally.
4) **Workday Costs:** This sheet shows the 10-year Workday subscription fees based on Amendment 3 to that contract.
5) **Current ERP Costs:** This sheet shows the current FY23-FY25 costs for the current ERP system.
6) **GH Updated Costs:** This sheet shows the most current pricing as of the writing of this report from Guidehouse.
7) **ITS Cost Summary:** This shows a detailed summary information on ADS and other costs from ADS. (Note: This spreadsheet was revised to accurately represent the overall costs and used to support calculations.

Risk Assessment for Workday and Guidehouse Implementation						
	HCM	Financial	Existing Systems	Existing Systems	Annual	
Description	Implementation	Implementation	Maintenance	Maintenance	Maintenance	Total
Fiscal Year	FY24-25	FY26-27	FY24-25	FY26-27	FY28-FY31	
Software						
Software subscription	$ 8,550,000	$ 4,065,000			$ 16,260,000	$ 28,875,000
Training Cost	$ 197,994					$ 197,994
Delivery Assurance Cost	$ 350,000	$ 350,000				$ 700,000
Other-Annual AWS Fees					$ 80,000	$ 80,000
Peoplesoft Support Fees			$ 7,112,140	$ 8,024,252		$ 15,136,392
Software Total	**$ 9,097,994**	**$ 4,415,000**	**$ 7,112,140**	**$ 8,024,252**	**$ 16,340,000**	**$ 44,989,386**
Consulting						
System Implementer	$ 10,643,565	$ 10,748,771				$ 21,392,336
Business Anaylist (1 FTE)	$ 1,040,000					$ 1,040,000
Project Management	$ 1,651,950	$ 1,080,000				$ 2,731,950
Business Transformation	$ 1,500,000	$ 1,500,000				$ 3,000,000
Risk Assessment	$ 50,000					$ 50,000
Other-Contingency	$ 3,069,816	$ 2,138,150				$ 5,207,965
Consulting Total	**$ 17,955,331**	**$ 15,466,920**	**$ -**	**$ -**	**$ -**	**$ 33,422,251**
ADS Support						
ADS EPMO Project Oversight & Reporting (30% FTE)	$ 219,648	$ 109,824				$ 329,472
ADS Enterprise Architect Staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040				$ 549,120
ADS Security staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040				$ 549,120
Other ADS IT Labor for Implementation (2 ADS IT Staff and 1 Customer Success Resource - EPMO) - 3 FTEs	$ 2,196,480	$ 1,098,240			$ 2,131,956	$ 5,426,676
ADS Ongoing Workday Support	$ -	$ -			$ 1,463,740	$ 1,463,740
ADS Support Total	**$ 3,148,288**	**$ 1,574,144**	**$ -**	**$ -**	**$ 3,595,696**	**$ 8,318,128**
Other						
Business Staff	$ 450,000	$ 450,000				$ 900,000
Other Total	**$ 450,000**	**$ 450,000**	**$ -**	**$ -**	**$ -**	**$ 900,000**
Total	**$ 30,651,613**	**$ 21,906,064**	**$ 7,112,140**	**$ 8,024,252**	**$ 19,935,696**	**$ 87,629,765**
Annual costs after go live					**$ 4,983,924**	

<table>
<tr><td>IT Activity Lifecycle:</td><td colspan="4">10 years, starting with 2022 through 2031.</td></tr>
<tr><td>Total Lifecycle Costs:</td><td colspan="4">$ 87,629,765</td></tr>
<tr><td>Total Implementation Costs:</td><td colspan="4">$ 52,557,677</td></tr>
<tr><td>New Annual Operating Costs:</td><td colspan="4">$ 4,983,924</td></tr>
<tr><td>Current Annual Operating Costs:</td><td colspan="4">$ 4,012,126</td></tr>
<tr><td>Difference Between Current and New Operating Costs:</td><td colspan="4">$ 971,798</td></tr>
<tr><td rowspan="5">Funding Source(s) and Percentage Breakdown if Multiple Sources:</td><td colspan="2">Appropriation A - ARPA-CSFR Fund to AoA, changed to GF in 2021</td><td colspan="2">Appropriation B - Technology Modernization Special Fund</td></tr>
<tr><td>Funds Appropriated</td><td>$ 12,800,000.00</td><td colspan="2">$ 11,800,000.00</td></tr>
<tr><td>Estimated Costs</td><td>$ 28,701,612.74</td><td colspan="2">$ 23,856,064.34</td></tr>
<tr><td>Budget Shortfall Subtotals</td><td>$ (15,901,612.74)</td><td colspan="2">$ (12,056,064.34)</td></tr>
<tr><td>Budget Shortfall Total</td><td>$ (27,957,677.08)</td><td colspan="2"></td></tr>
</table>

Risk Assessment for Workday and Guidehouse Implementation						
Description	HCM Implementation	Financial Implementation	Existing Systems Maintenance	Existing Systems Maintenance	Annual Maintenance	Total
Fiscal Year	FY24-25	FY26-27	FY24-25	FY26-27	FY28-FY31	
Software						
Software subscription	$ 8,550,000	$ 4,065,000			$ 16,260,000	$ 28,875,000
Training Cost	$ 197,994					$ 197,994
Delivery Assurance Cost	$ 350,000	$ 350,000				$ 700,000
Other-Annual AWS Fees					$ 80,000	$ 80,000
Peoplesoft Support Fees			$ 7,112,140	$ 8,024,252		$ 15,136,392
Software Total	**$ 9,097,994**	**$ 4,415,000**	**$ 7,112,140**	**$ 8,024,252**	**$ 16,340,000**	**$ 44,989,386**
Consulting						
System Implementer	$ 10,643,565	$ 10,748,771				$ 21,392,336
Business Anaylist (1 FTE)	$ 1,040,000					$ 1,040,000
Project Management	$ 1,651,950	$ 1,080,000				$ 2,731,950
Business Transformation	$ 1,500,000	$ 1,500,000				$ 3,000,000
Risk Assessment	$ 50,000					$ 50,000
Other-Contingency	$ 3,069,816	$ 2,138,150				$ 5,207,965
Consulting Total	**$ 17,955,331**	**$ 15,466,920**	**$ -**	**$ -**	**$ -**	**$ 33,422,251**
ADS Support						
ADS EPMO Project Oversight & Reporting (30% FTE)	$ 219,648	$ 109,824				$ 329,472
ADS Enterprise Architect Staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040				$ 549,120
ADS Security staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040				$ 549,120
Other ADS IT Labor for Implementation (2 ADS IT Staff and 1 Customer Success Resource - EPMO) - 3 FTEs	$ 2,196,480	$ 1,098,240			$ 2,131,956	$ 5,426,676
ADS Ongoing Workday Support	$ -	$ -			$ 1,463,740	$ 1,463,740
ADS Support Total	**$ 3,148,288**	**$ 1,574,144**	**$ -**	**$ -**	**$ 3,595,696**	**$ 8,318,128**
Other						
Business Staff	$ 450,000	$ 450,000				$ 900,000
Other Total	**$ 450,000**	**$ 450,000**	**$ -**	**$ -**	**$ -**	**$ 900,000**
Total	**$ 30,651,613**	**$ 21,906,064**	**$ 7,112,140**	**$ 8,024,252**	**$ 19,935,696**	**$ 87,629,765**
Annual costs after go live					**$ 4,983,924**	

Description	Implementation	Implementation	Maintenance	Total
Fiscal Year	**FY24-25**	**FY26-27**	**FY28-FY31**	
Software				
Software subscription	$ 8,550,000	$ 4,065,000	$ 16,260,000	**$ 28,875,000**
Other-Annual AWS Fees, Training and Delivery Assurance	$ 547,994	$ 350,000	$ 80,000	**$ 977,994**
Software Total	**$ 9,097,994**	**$ 4,415,000**	**$ 16,340,000**	**$ 29,852,994**
Consulting				
System Implementer	$ 10,643,565	$ 10,748,771		**$ 21,392,336**
Business Anaylist (1 FTE)	$ 1,040,000			**$ 1,040,000**
Project Management	$ 1,651,950	$ 1,080,000		**$ 2,731,950**
Business Transformation	$ 1,500,000	$ 1,500,000		**$ 3,000,000**
Risk Assessment	$ 50,000			**$ 50,000**
Other-Contingency	$ 3,069,816	$ 2,138,150		**$ 5,207,965**
Consulting Total	**$ 17,955,331**	**$ 15,466,920**	**$ -**	**$ 33,422,251**
ADS Support				
ADS EPMO Project Oversight & Reporting (30% FTE)	$ 219,648	$ 109,824		**$ 329,472**
ADS Enterprise Architect Staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040		**$ 549,120**
ADS Security staff for Implementation - 0.5 FTE	$ 366,080	$ 183,040		**$ 549,120**
Other ADS IT Labor for Implementation (2 ADS IT Staff and 1 Customer Success Resource - EPMO) - 3 FTEs	$ 2,196,480	$ 1,098,240	$ 2,131,956	**$ 5,426,676**
ADS Ongoing Workday Support	$ -	$ -	$ 1,463,740	**$ 1,463,740**
ADS Support Total	**$ 3,148,288**	**$ 1,574,144**	**$ 3,595,696**	**$ 8,318,128**
Other				
Business Staff	$ 450,000	$ 450,000		**$ 900,000**
Other Total	**$ 450,000**	**$ 450,000**	**$ -**	**$ 900,000**
Total	**$ 30,651,613**	**$ 21,906,064**	**$ 19,935,696**	**$ 72,493,373**



Total One-Time Cost Summary					
Cost Category	**Accenture**	**Avaap**	**Collaborative**	**Deloitte**	**Guidehouse**
HCM Components					
Software	$0	$0	$0	$0	$0
Implementation Services	$10,335,045	N/A	$4,923,713	$8,286,967	$4,559,564
Training Services	$408,112	N/A	$235,744	$592,583	$233,665
Data Conversion Services	$965,783	N/A	$420,172	$1,076,893	$676,160
Interfaces	$1,298,785	N/A	$1,185,504	$1,521,934	$555,933
Other Implementation Services	$2,599,273	$2,895,000	$4,751,283	$1,625,316	$4,009,034
Travel & Lodging Costs	$0	N/A	N/A	N/A	$175,000
Discount	*$0*	*-$100,000*	*N/A*	*N/A*	*N/A*
Subtotal - HCM Components	**$15,606,998**	**$2,795,000**	**$11,516,416**	**$13,103,693**	**$10,209,356**
Financials Components					
Software	$0	$0	$0	$0	$0
Implementation Services	$10,411,474	N/A	$15,725,000	$7,069,743	$3,655,425
Training Services	$420,012	N/A	N/A	$464,808	$274,900
Data Conversion Services	$855,656	N/A	N/A	$732,027	$670,015
Interfaces	$1,619,475	N/A	N/A	$703,178	$989,751
Other Implementation Services	$2,167,684	N/A	$2,062,500	$530,245	$2,327,007
Travel & Lodging Costs	N/A	N/A	N/A	N/A	$175,000
Discount	*N/A*	*N/A*	*N/A*	*N/A*	*-$100,000*
Subtotal - Financials Components	**$15,474,301**	**$0**	**$17,787,500**	**$9,500,001**	**$7,992,098**
Grand Total	**$31,081,299**	**$2,795,000**	**$29,303,916**	**$22,603,694**	**$18,201,454**

Plante Moran Comments					
	Accenture's proposal shows a total of $15,474,300 for the Financials implementation, but their individual line items add up to the $15,474,301 total show in our analysis. The correct total was used for comparison.	Avaap did not include a bid for Financials implementation and instead offered to conduct Phase 0 HCM activities at no cost (estimating $85,000-115,000). Plante Moran used the average of this for calculating the discount.	Collaboative provided ranges of cost for the Financials implementation. For analysis purposes, Plante Moran used the average of the high/low costs provided.	Deloitte's proposal shows a total of $9,500,000 for the Financials implementation, but their individual line items add up to the $9,500,001 shown in our analysis. The correct total was used for comparison.	Guidehouse offered a discount of $100,000 if the State chooses to contract with them for both HCM and Financials implementation.

Payment Schedule Table

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	700,000
2	Due on first anniversary of the Order Term start date	1,650,000
3	Due on second anniversary of the Order Term start date	0
4	Due on third anniversary of the Order Term start date	2,550,000
5	Due on fourth anniversary of the Order Term start date	3,650,000
6	Due on fifth anniversary of the Order Term start date	4,065,000
7	Due on sixth anniversary of the Order Term start date	4,065,000
8	Due on seventh anniversary of the Order Term start date	4,065,000
9	Due on eighth anniversary of the Order Term start date	4,065,000
10	Due on ninth anniversary of the Order Term start date	4,065,000
	Total Payment Amount	**28,875,000**

Payment #	Payment Due Date	Payment Amount
1	Due in accordance with the MSA, invoiced upon Order Effective Date	131,998
2	Due on first anniversary of the Order Term start date	32,998
3	Due on second anniversary of the Order Term start date	32,998
	Total Payment Amount	197,994

First the numbers for the current ERP:

ERP (59300)	SFY23 Expenditures	SFY24 Budget	SFY25 Proposed Budget
Staffing & Associated Costs	1,196,758.00	1,121,025.00	1,168,575.00
Overhead/CIO Indirect	110,807.00	160,180.00	184,904.00
Contractual & Licensing	1,485,838.00	1,818,809.05	2,664,506.00
Total	**2,793,403.00**	**3,100,014.05**	**4,017,985.00**

UPDATED: Used $4,012,126.00 fof FY 25 and repeated for FY26 & FY27 received via email from team
This cost has been used for all costs FY25 and beyond including the staffing costs

			As Proposed in December 2022		Altered Adaptive Planning Timeline (3 Additional Months)		
HCM	Vendor #1	**Primary Proposer – Implementation Services**	**Cost**	**Vendor Comments**	**Additional Costs**	**Updated Cost**	**Vendor Comments**
		Project Management	$701,199.00		$14,962.15	$716,161.15	
		Requirements Gathering/Analysis	$413,432.40	Base Camp	$12,932.92	$426,365.32	Base Camp
		Design (Architect Solution) and Business Process Optimization	$1,373,177.98	Architect	$34,955.36	$1,408,133.34	Architect
		Development (Build, Configure or Aggregate)/Testing	$1,338,740.23	Configure	$37,628.23	$1,376,368.46	Configure
		System Testing	$1,109,697.20	Test	$32,001.35	$1,141,698.55	Test
		Training	$233,665.00	Training Lead and Consultants		$233,665.00	Training Lead and Consultants
		Report Development	$68,875.50	Reporting		$68,875.50	Reporting
		Integration Design/Configure/Test	$555,932.81			$555,932.81	
		Data Conversion Analysis/Load/Test	$175,680.00			$175,680.00	
		Organizational Change Management	$1,335,095.00			$1,335,095.00	
		Other (Specify in Vendor Comments)	$114,370.15	Quality Assurance Lead		$114,370.15	Quality Assurance Lead
		Other (Specify in Vendor Comments)	$369,107.02	Deployment & Warranty Support		$369,107.02	Deployment & Warranty Support
		Other (Specify in Vendor Comments)	$182,155.00	Adaptive Planning	$105,799.50	$287,954.50	Adaptive Planning
		Other (Specify in Vendor Comments)	$147,668.80	PRISM Analytics		$147,668.80	PRISM Analytics
		Other (Specify in Vendor Comments)	$23,587.50	People Analytics		$23,587.50	People Analytics
		Total Professional Services	**$8,142,383.60**		**$238,279.50**	**$8,380,663.09**	
	Vendor #2	**Third-party Partner/Contractor Implementation Services**	**Cost**	**Vendor Comments**	**Additional Costs**	**Updated Cost**	**Vendor Comments**
		Third-party Partner/Contractor Firm Name:	**IBM**			**IBM**	
		Project Management	$79,662.00		-	$79,662.00	
		Requirements Gathering/Analysis	$93,336.00	Base Camp	-	$93,336.00	Base Camp
		Design (Architect Solution) and Business Process Optimization	$280,008.00	Architect	-	$280,008.00	Architect
		Development (Build, Configure or Aggregate)/Testing	$280,008.00	Configure	-	$280,008.00	Configure
		System Testing	$205,339.20	Test	-	$205,339.20	Test
		Training	-		-	-	
		Report Development	-		-	-	
		Integration Design/Configure/Test	-		-	-	
		Data Conversion Analysis/Load/Test	$500,480.00		-	$500,480.00	
		Organizational Change Management	-		-	-	
		Other (Specify in Vendor Comments)	-		-	-	
		Other (Specify in Vendor Comments)	$74,668.80	Deployment & Warranty Support	-	$74,668.80	Deployment & Warranty Support
		Other (Specify in Vendor Comments)	$378,470.00	Adaptive Planning	$190,930	$569,400.00	Adaptive Planning
		Other (Specify in Vendor Comments)	-		-	$0.00	
		Other (Specify in Vendor Comments)	-		-	$0.00	
		Total Third-party Partner/Contractor Professional Services	$1,891,972.00		**$190,930.00**	**$2,082,902.00**	

			As Proposed - December 2022		Altered Adaptive Planning Timeline (3 Additional Months)		
Vendor No.	**Firm Name**	**Cost Area**	**Costs**	**Comments**	**Additional Costs**	**Updated Cost**	**Comments**

1	**Guidehouse**	**Total Professional Services**	$8,142,383.60		**$238,279.50**	**$8,380,663.09**	
		Estimated Travel Expenses	$175,000.00	This estimate is based on Guidehouse and IBM consultants being on-site with the State for key milestones throughout the implementation.	**$5,000.00**	**$180,000.00**	This estimate is based on Guidehouse and IBM consultants being on-site with the State for key milestones throughout the implementation.
2	**IBM**	**Total Third-party Partner/Contractor Professional Services**	$1,891,972.00	IBM portion of professional services cost through Guidehouse.	**$190,930.00**	**$2,082,902.00**	IBM portion of professional services cost through Guidehouse.
Total One-Time Costs including all Cost areas and vendors			$10,209,355.60	Includes Travel Estimate	**$434,209.50**	**$10,643,565.09**	Includes Travel Estimate

Financials

Vendor #1

	Estimated in April 2023		Cost for 2026 Start Date			
Primary Proposer - Implementation Services	**Estimated Cost (April 2023)**	**Vendor Comments**	**Accounts for 4% Annual COLA**	**Additional Scope Costs**	**Total Cost (Feb 2024)**	**Vendor Comments**
Project Management	$878,620.00		$950,315.39	$140,310.79	$1,090,626.19	
Requirements Gathering/Analysis	$350,247.56	Base Camp	$378,827.76	$125,661.42	$504,489.18	Base Camp
Design (Architect Solution) and Business Process Optimization	$1,050,742.67	Architect	$1,136,483.27	$376,984.26	$1,513,467.53	Architect
Development (Build, Configure or Aggregate)/Testing	$1,050,742.67	Configure	$1,136,483.27	$376,984.26	$1,513,467.53	Configure
System Testing	$770,544.62	Test	$833,421.06	$276,455.12	$1,109,876.18	Test
Training	$274,900.00	Training Lead and Consultants	$297,331.84	$54,256.93	$351,588.77	Training Lead and Consultants
Report Development	$86,132.00	Reporting	$93,160.37	$14,541.89	$107,702.27	Reporting
Integration Design/Configure/Test	$989,751.00		$1,070,514.68	$155,036.16	$1,225,550.84	
Data Conversion Analysis/Load/Test	$253,600.00		$274,293.76	$31,511.80	$305,805.56	
Organizational Change Management	$744,200.00		$804,926.72	$124,680.57	$929,607.29	
Other (Specify in Vendor Comments)	$63,480.00	Quality Asurance Lead	$68,659.97	$0.00	$68,659.97	Quality Asurance Lead
Other (Specify in Vendor Comments)	$280,198.04	Deployment and PPS	$303,062.20	$0.00	$303,062.20	Deployment and PPS
Other (Specify in Vendor Comments)	$97,600.00	PRISM Analytics	$105,564.16	$0.00	$105,564.16	PRISM Analytics
Other (Specify in Vendor Comments)	($100,000.00)	Price Reduction	-$108,160.00	$0.00	-$108,160.00	Price Reduction
Other (Specify in Vendor Comments)	$0.00		$0.00		$0.00	
Total Professional Services	**$6,790,758.56**		**$7,344,884.46**	**$1,676,423.22**	**$9,021,307.67**	
Third-party Partner/Contractor Implementation Services	**Estimated Cost (April 23)**	**Vendor Comments**	**Accounts for 4% Annual COLA**	**Additional Scope Costs**	**Total Cost (Feb 2024)**	**Vendor Comments**
Third-party Partner/Contractor Firm Name:	**IBM**				**IBM**	

	Vendor #2	Project Management	$79,662.00		$86,162.42	$33,574.52	$119,736.93	
		Requirements Gathering/Analysis	$35,058.62	Base Camp	$37,919.40	$14,775.88	$52,695.28	Base Camp
		Design (Architect Solution) and Business Process Optimization	$105,175.87	Architect	$113,758.22	$44,327.64	$158,085.87	Architect
		Development (Build, Configure or Aggregate)/Testing	$105,175.87	Configure	$113,758.22	$44,327.64	$158,085.87	Configure
		System Testing	$256,804.97	Test	$277,760.26	$108,233.57	$385,993.82	Test
		Training	$0.00		$0.00	$0.00	$0.00	
		Report Development	$0.00		$0.00	$0.00	$0.00	
		Integration Design/Configure/Test	$0.00		$0.00	$0.00	$0.00	
		Data Conversion Analysis/Load/Test	$416,415.00		$450,394.46	$175,503.15	$625,897.61	
		Organizational Change Management	$0.00		$0.00	$0.00	$0.00	
		Other (Specify in Vendor Comments)	$28,046.90	Deployment & PPS	$30,335.53	$0.00	$30,335.53	Deployment & PPS
		Other (Specify in Vendor Comments)	$0.00		$0.00	$0.00	$0.00	
		Other (Specify in Vendor Comments)	$0.00		$0.00	$0.00	$0.00	
		Other (Specify in Vendor Comments)	$0.00		$0.00	$0.00	$0.00	
		Other (Specify in Vendor Comments)	$0.00		$0.00	$0.00	$0.00	
		Total Third-party Partner/Contractor Professional Services	$1,026,339.23		**$1,110,088.51**	**$420,742.40**	**$1,530,830.91**	

Vendor No.	Firm Name	Cost Area	Estimated Costs (April 23)	Comments	Accounts for 4% Annual COLA	Additional Costs	Total Cost (Feb 2024)	Comments
1	**Guidehouse**	**Total Professional Services**	$6,790,758.56		$7,344,884.46	**$1,676,423.22**	**$9,021,307.67**	
		Estimated Travel Expenses	$175,000	This estimate is based on Guidehouse and IBM consultants being on-site with the State for key milestones throughout the implementation.	$189,280.00	**$21,632.00**	**$196,632**	This estimate is based on Guidehouse and IBM consultants being on-site with the State for key milestones throughout the implementation.
2	**IBM**	**Total Third-party Partner/Contractor Professional Services**	$1,026,339.24	IBM portion of professional services cost through Guidehouse.	$1,110,088.51	**$420,742.40**	**$1,530,830.91**	IBM portion of professional services cost through Guidehouse.
		Total One-Time Costs including all Cost areas and vendors *(Accounts for $100,000 reduction described in section k above)*	$7,992,097.80	Includes Travel Estimate	**$8,644,252.97**	**$2,118,797.62**	**$10,748,770.59**	Includes Travel Estimate

Note: this financials quote assumes a February 2026 start date. In the event the start date for the Financials project is later than February 2026, Guidehouse will apply a 4% annual cost of living adjustment to the total cost proposed.

	Implementation Costs (4 Year Implementation) - Estimated to be Completed by December 2[redacted]					Ongoing Lifecycle Costs		
	HCM/Budget Implementation	Financials Implementation	Business Transformation	Total Imp Costs		ERP M&O	Total M&O Costs	
Installation/Configuration	$ 10,643,565.09	$ 10,748,770.59	$ 3,000,000.00	$ 24,392,335.68	[redacted]		$ -	See GH Updated Cost Table Tab for details on HCM/Budget/Financials cost breakdown
Contracted Services for Project Management	$ 1,651,950.00	$ 1,080,000.00		$ 2,731,950.00				Timeline has shifted from 24 months to 45 months for implementation. 200 Hours per month of PM services, including PM and Coordinator
Other Contracted Professional Services for Implementation (Business Analyst) - 1 FTE	$ 1,040,000.00			$ 1,040,000.00			$ -	Timeline has shifted from 24 months to 45 months for implementation.
ADS EPMO Project Oversight & Reporting (30% FTE)	$ 219,648.00	$ 109,824.00		$ 329,472.00			$ -	Timeline has shifted from 24 months to 45 months for implementation. 12 Hours per week @ $88/hr
ADS Enterprise Architect Staff for Implementation - 0.5 FTE	$ 366,080.00	$ 183,040.00		$ 549,120.00			$ -	Timeline has shifted from 24 months to 45 months for implementation.
ADS Security staff for Implementation - 0.5 FTE	$ 366,080.00	$ 183,040.00		$ 549,120.00			$ -	Timeline has shifted from 24 months to 45 months for implementation.
Other ADS IT Labor for Implementation (2 ADS IT Staff and 1 Customer Success Resource - EPMO) - 3 FTEs	$ 2,196,480.00	$ 1,098,240.00		$ 3,294,720.00		$ 532,989.00	$ 532,989.00	Validate that the ADS IT Staff are full time dedicated to the project or should they be billed to operations.
Software/Licenses	$ 8,550,000.00	$ 4,065,000.00		$ 12,615,000.00		$ 4,065,000.00	$ 4,065,000.00	See FY breakdown for licensing below
Training and Delivery Assurance	$ 547,994.00	$ 350,000.00		$ 897,994.00		$ 20,000.00	$ 20,000.00	Annual Operating costs for Data Lake Services from AWS
State IT Labor to Operate & Maintain the Solution				$ -		$ 365,935.00	$ 365,935.00	Internal Ads costs to maintain (Cost to maintain)
Other Costs (Please describe in section 10.)	$ 3,069,815.65	$ 2,138,149.75	$ 900,000.00	$ 6,107,965.40				$900,000 for backfill of staff resources; Contingency for unanticipated changes (12% of Implementation Sub Total) Business Costs
Estimated Independent Review Cost	$ 50,000.00			$ 50,000.00				
Sub-Total Costs	$ 28,701,612.74	$ 19,956,064.34	$ 3,900,000.00	$ 52,557,677.08			$ 4,983,924.00	Annual Costs
Total Lifecycle Operating Cost							$ 19,935,696.00	4 year lifecycle - kept at contract term
Total Implementation							$ 52,557,677.08	* this is already accounted for above
							$ 15,136,392.05	Maintenance for Fy24-Fy27 (using FY 25-27 as the given figure)
Total IT Activity Costs							$ 87,629,765.13	
	$ 28,701,612.74	$ 19,956,064.34		$ 52,557,677.08				

Fiscal Year Breakdown									
Fiscal Year	Implementation Costs						Operating Costs		
	State Approp. A - System Implementor	State Approp. A - All Other Costs	State Approp B. - System Implementor	State Approp. B - All Other Costs	Total Implementation Costs	[redacted]			Total Operating Costs
FY22 - Actual		$ 770,640.00			$ 770,640.00				$ -
FY23 - Actual		$ 2,627,181.07			$ 2,627,181.07				$ -
FY24 - Licensing Costs Deferred		$ 316,202.51			$ 316,202.51				$ -
FY25	$ 5,615,148.00	$ 9,029,023.83		$ 3,900,000.00	$ 18,544,171.83				$ -
FY26	$ 5,028,417.09	$ 5,315,000.24			$ 10,343,417.33				$ -
FY27			$ 5,374,385.29	$ 4,603,646.88	$ 9,978,032.17				
FY28			$ 5,374,385.29	$ 4,603,646.88	$ 9,978,032.17				
FY29					$ -			$ 4,983,924.00	$ 4,983,924.00
FY30					$ -			$ 4,983,924.00	$ 4,983,924.00
FY31					$ -			$ 4,983,924.00	$ 4,983,924.00
FY32					$ -			$ 4,983,924.00	$ 4,983,924.00
TOTALS	$ 10,643,565.09	$ 18,058,047.65	$ 10,748,770.59	$ 13,107,293.75	$ 52,557,677.08		$ -	$ 19,935,696.00	$ 19,935,696.00

Appropriation Breakdown		
	Appropriation A - ARPA-CSFR Fund to AoA, changed to GF in 2021	**Appropriation B - Technology Modernization**
Funds Appropriated	$ 12,800,000.00	$ 11,800,000.00
Estimated Costs	$ 28,701,612.74	$ 23,856,064.34
Budget Shortfall Subtotals	**$ (15,901,612.74)**	**$ (12,056,064.34)**
Budget Shortfall Total	**$ (27,957,677.08)**	

Implementation licensing breakdown	
10% budget licensing costs for SFY 22, 23, 24, 25	$490,000.00
90% HCM licensing costs for SFY 22, 23, 24, 25	$4,410,000.00
100% Financial licensing costs for SFY 26	$3,650,000.00
Operating licensing breakdown	
100% Vision Fund SFY 27 onward	$18,250,000.00
	$26,800,000.00

10-YR HCM/Budgeting and Financials Licensing Breakdown

New Proposal - Option B	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6 - Go Live	Year 7	Year 8	Year 9	Year 10	10-yr total
HCM, Payroll, Budgeting & Financials (10yr)	$ 700,000	$ 1,650,000	Deferred	$ 2,550,000	$ 3,650,000	$ 4,065,000	$ 4,065,000	$ 4,065,000	$ 4,065,000	$ 4,065,000	$ 28,875,000
	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	

See updated Workday Costs Spreadsheet

ERP (59300)	SFY23 Expenditures	SFY24 Budget	SFY25-27 Proposed B
Staffing & Associated Costs	1,196,758.00	$ 1,121,025.00	$ 1,168,575.00
Overhead/CIO Indirect	110,807.00	$ 160,180.00	$ 184,940.00
Contractual & Licensing	1,485,838.00	1,818,809.05	2,664,506.00
Total	**2,793,403.(**	**$ 3,100,014.05**	**$ 4,017,985.00**
Provided operating costs for peoplesoft, including staff hours			**$ 4,012,126.00**

Appendix A – Contract Risk and Issues

The materials included in Appendix A includes a presentation and a marked-up version of the Guidehouse contract with track changes and comments related to contract risks and issues. These have been provided for the State's review and consideration.

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State of Vermont. Independent ERP Implementation Risk Review

Contract document review and recommendations

plante moran | Audit. Tax. Consulting. Wealth Management. | 100 years

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Scope of review

Plante Moran reviewed the Guidehouse contract file:

VT Guidehouse Contract and SOW Working Draft_20240201 for GH

This document will provide a list of considerations and recommendations for the State of Vermont (SOV) to consider.

Plante Moran has included other considerations and recommendations for the Workday contract and exhibits but has not been provided or reviewed these documents.

Plante Moran has been provided the Berry Dunn contract, so this summary excludes that contract specifically.

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Workday Contract Understanding

- Workday was negotiated and signed in **2022**
- Delivery Assurance as marketed by Workday at that time was likely included
- Payments began according to that contract's terms
- Recent negotiations with Workday has placed these payments on hold for a period of time

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Workday

Without access to that actual contractual materials, the following considerations and recommendations are being provided:

Document	Section / Reference #	Risk/Issue Statement and Description	Plante Moran Recommendation
Workday	US Only Exhibit	**US Only Support: SOV Data can be accessed outside the US.** During discussions with the CISO for SOV, it was mentioned that the State does not want it's data outside the US. If this is a SOV requirement, Workday can support US only and there is a contract Exhibit that would need to be added. This will allow the State to ask for their data to remain in the US unless the State authorizes access for critical support issues.	Discuss with Workday the revisions to the Workday Contract, specifically the US only support model. If appropriate, amend the Workday contract to add the US only Support.
Workday	Delivery Assurance	**Delivery Assurance: Delivery Assurance exhibit and cost does not align with Workday new offerings.** Due to the timeframe when this contract was negotiated, the delivery support model has changed. Workday now offers other programs for delivery support. When SOV finalizes the contract with Guidehouse, the Delivery Assurance will need to be signed with Workday.	Discuss with Workday the new Delivery Assurance models before executing the Delivery Assurance portion of the services.
Workday	Subscription Fees	**Subscription Fees: Subscription fees have been expended with no results for the State.** The SOV has been paying subscription fees for a service they have not started to deploy nor have access to. The subscription costs needs to be revisited to align with the System Implementer contract.	Discuss the contract term and subscription costs to align to the System Implementer contract.
Workday	Subscription Fees	**Tenant Subscription: Lack of alignment of number of tenants necessary to deploy the Solution is not covered in the existing contract.** The tenant subscription (number of tenants) needs to align to the System Implementers SOW when complete.	Review the Workday contract and ensure it aligns to the System Implementer contract.

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Workday (Cont)

Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Workday	Subscription Fees	**Subscription SKUs: The SKUs in the Workday Subscription agreement do not align to the System Implementer SOW.** Alignment of the SKUs to the scope need to be reviewed and subscription agreement updated if necessary.	Review the SKUs and ensure alignment with the System Implementer SOW. Revise the subscription agreement and Include SKUs in the SOW.
Workday	Subscription Fees	**Subscription Fees: The term of the contract does not align to the new implementation schedule.** The contract timeline needs to be revisited to align with the System Implementer contract and associated timeline.	Discuss the contract term and to align to the System Implementer contract.
Workday	Training Exhibit	**Workday Training: The Workday contract does not align to the timeline or the training necessary for the SOV.** The training exhibit could be mis-aligned to the training materials that are necessary across the timeline and will need to align to the schedule.	Review the Workday training exhibit and aligns to the SOW and is reflected properly in the overall cost structure in Workday. For example, pay for training on Financial when that is scheduled to be necessary.
Workday	Master Services Agreement	**Missing Terms and Conditions: Without access to review the MSA for Workday, there could be areas that add risk to the State.** There are specific areas in the Workday MSA that may result in risk to the State.	Conduct an additional review of the entire Workday package to identify areas that may need to be strengthened to reduce risk to the State, due to the delay in start up.

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Guidehouse Contract and SOW

The document reviewed was

VT Guidehouse Contract and SOW Working Draft_20240201 for GH

Plante Moran has provided updates via track changes and comments in the actual document for SOV consideration.

Plante Moran has provided the following items for the SOV to consider as it relates to Risk and Issues to the State.

At the time of this document, the final cost and schedule has not been confirmed. Cost information and schedule risks provided in the overall report are based on the materials provided at the time of writing the report.

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Guidehouse Items Not Found

This section identifies items not found in the Contract or SOW document that should be considered

Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Not found	**Tenants: The number of tenant, tenant plan ,or other mentioned of the tenants is absent.** Discussion of the tenants that were purchased from Workday and their use, specifically the tenants that will be used for each deployment and across the phases should be present.	Discuss and align the tenants between the Workday contract and add details to the SOW regarding the tenants available to SOV.
Guidehouse Contract and SOW	Not found	**Data Safeguards: The contract does not address data safeguards.** The contract should include a section on safeguards, including the notice period, the responsibility for breach and what happens if data from an Accenture employee is exposed to the public and needs to be remediated.	Add a section in the contract for data safeguards.
Guidehouse Contract and SOW	Not found	**Notice Requirements: The contract notice requirements were missing.** The contract should have a section on notices added to the contract.	Add a section in the contract for the notice requirements. See suggested Section 10 in the Contract and SOW document provided.
Guidehouse Contract and SOW	Not found	**Scope Assumptions: The scope assumptions are not complete.** The scope assumptions are not complete in the current version, and a few areas that are important are not included. Specifically, Allocation Pool, Appropriation, Conversion Scope are missing.	Complete the scope assumptions before signing the contract.

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Guidehouse Items Not Found (Cont)

Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Not Found	**Release Management: The SOW does not discuss the support that will occur during the Workday releases.**	Include the agreed support related to Workday releases that Guidehouse will provide the State through the implementation.
Guidehouse Contract and SOW	Not Found	**Warranty Period and Support: The warranty period and support specifics are missing from the Contract and SOW.** This should include the coverage for the business processes that will be executed for the first time when not in the normal warranty period, such as first time to close the FY, run the 1099's and so on.	Include the warranty period to all phases, including the warranty related to the first time business process are executed. Recommend 45 days of support after the process has been processed to be added.
Guidehouse Contract and SOW	Not Found	**SKUs missing: The SKUs and business processes do not align to the Workday subscription or are not covered in the SOW.** The lack of the SKUs being in the SOW can lead to change orders for the implementation of business processes that are necessary for the state. Examples include the Allocation Pool functionality, Appropriation, Customer Contracts, etc.	Align the Workday SKUs tot eh Business Process scope in the SOW including any assumptions related to those business areas.
Guidehouse Contract and SOW	Not Found	**Missing Contract Exhibits: Conflicts and risks exist in the contract exhibits.** There is a risk that the contract exhibits not reviewed are in conflict with other documents and have not been thoroughly reviewed as the entire contract package.	At final review, complete a thorough review of all documents and exhibits before signature.

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Guidehouse Contract and SOW

This section identifies risks, issues or recommendations identified in the provided Contract and SOW with track changes and comments

Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Standard Contract For Technology Services 3. Maximum Amount	Per the statement in Attachment B, the sum not to exceed $18,201,453.40	Update the final price $18,201,453.40 and add suggested language "plus any mutually approved Change Orders."
Guidehouse Contract and SOW	Standard Contract For Technology Services 4. Contract Term	The period of Contractor's performance shall begin on December 15, 2023 and end on June 30, 2027.	Update this section with the new date to start and end. Suggested added language of "or as reflected in any mutually approved Change Orders".
Guidehouse Contract and SOW	Standard Contract For Technology Services 7. Termination for Convenience	The Guidehouse contract states "This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination."	Plante Moran recommends 10 days rather that 30 days.
Guidehouse Contract and SOW	Standard Contract For Technology Services 8. Attachments	All attachments were not available for review. Suggest adding the Guidehouse Proposal Response and update order.	Plante Moran the last 4 items should follow this order: 6. Guidehouse Proposal 7. Request for Clarification 8. Request for Best and Final Offer 9. Request for Proposal.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Standard Contract For Technology Services 9. Order of Precedence	Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence: - Standard Contract - Attachment D Other Terms and Conditions for Information Technology Contracts - Attachment C (Standard State Provisions for Contracts and Grants) - Attachment A with Exhibits - Attachment B - Request for Proposal - Request for Best and Final Offer - Request for Clarification	Update this section to align. The Guidehouse proposal should be before the proposal. There is a statement that requirements must be met, and by removing the RFP and their proposal the requirements are also removed. Add this back: • Attachment A – Statement of Work • Exhibit 1 – State Technical and Functional Requirements • Exhibit 2 – Preliminary Implementation Master Schedule • Exhibit 3 – State Third Party Software • Exhibit 4 – Contractor Software • Attachment B – Payment Provisions • Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017) • Attachment D – Other Terms and Conditions for Information Technology Contracts • Attachment E – Guidehouse BAFO Response to Proposal • Attachment F – Guidehouse Response to Proposal • Attachment G – Request for Proposal • Attachment H – Request for Best and Final Offer • Attachment I – Request for Clarification • Attachment J – Financial Scoping Requirements Align when complete. Update all references when complete and consider adding and Exhibit for Data Safeguards.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Standard Contract For Technology Services 10. Notice Requirements	There was no notice requirement section. New section added to address Notice Requirements	Plant Moran recommends adding specific notice requirements on how notices will be received.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 1. Purpose	In reference to tenants, the contract states "…Contractor agrees to provide to the State with a web-based, Contractor-supported Workday production tenant (the "Solution")."	Plante Moran recommends the having more than one tenant to cover, conversions, integrations, testing etc. General risk added for this area. Also suggest tenant management and number of tenants be articulated.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 1. Purpose	Review to Section 10 - Change Order Process.	Plante Moran recommended referring to Section 10 Change Order Process.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 2. Existing Systems	Referring to CornerStone on LMS system reference to THE REPLACEMENT OF THIS SYSTEM IS NOT IN SCOPE FOR THIS ~~RFP~~SOW,	Plante Moran recommends more clarity on the scope for both areas. There is mention of the scope to implement the Workday components and there are integrations mentioned. This need to be clearly defined.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 2. Existing Systems	Vermont Department of Labor and the Agency of Transportation have their own financial systems which interface with VISION. These systems are referred to as FARS and STARS, respectively. Workday Financials and Time Tracking is in-scope for replacement by Workday.	The last sentence is not correct. Update this to state FARS and STARS are in scope for replacement. This is also a large risk. The integrations need to include these systems if not intended to be replaced in the initial phase, meaning there could be integrations to these systems during the phasing. Also, there may be integrations that are not identified that integrate to these systems today that are not covered. Recommend this be reviewed for potential scope items to be clearly defined on the replacement for Guidehouse. Note, this is an overall risk for the project that Plante Moran will further document in the final report.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 3. Objective	Referring to this statement, "Any feature, functionality, and/or services not explicitly identified in this SOW is out of scope. "	If you did not specifically state some feature in Workday would be implemented, you may not be able to without a CR. There are components of Workday that you will want, but probably don't know are needed to meet the requirements. I would remove. Maybe state that your intent is to replace the business functionality in PeopleSoft with Workday which could be any and all business processes available in the Workday subscription.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	3
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 3 - Objective	In reference to the listing stating the successful outcomes.	Plante Moran would recommend adding the first month close. These are all activities prior to the implementation and do not measure if the system is successfully deployed. Also, consider having a complete measure for knowledge transfer to the State staff.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 4. Period of Installation and Implementations and Training	The period of installation and implementation and training shall not exceed forty-five months from the date of this Contract. Support and maintenance shall begin upon Solution deployment and shall continue through the Contract Term as the same may be extended by the parties	Plante Moran recommends having some flexibility to allow for the State to extend using the approved SOW or CR process. It is not uncommon to have unforeseen situations arise. Consider adding language "or as agreed to in mutually approved Change Orders".
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Certificate of Acceptance"	Plante Moran suggests to add language to get quality deliverables during the project. This will include written design documents, plans, strategies, integration specifications, etc.. Maybe include a definition such as "Acceptance" to mean the written approval of any Deliverable(s). which constitutes SOV's acknowledgement of the completion of such Deliverable(s) in accordance with SOV's requirements. Deliverables, Work, applications, components, and professional services may be conditionally accepted, subject to the terms herein, and In accordance with the Statement(s) of Work.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: “Approved" or “Approval"	Plante Moran suggests clarifying verbiage to mean the endorsement or authorization by SOV of an action, document, proposal, plan, procedure, report, specification requirement, design, or any parts thereof, undertaken, promulgated, or developed by Guidehouse.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Change Order"	Plante Moran suggests clarifying verbiage to mean a written order issued by SOV to Contractor, delineating changes In the Contract Documents, additional work, and establishing the basis of payment and line adjustments, if any, for the portion of the Work affected by the change.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Conditional Acceptance"	Plante Moran suggests clarifying verbiage to mean partial acceptance, at SOV’s sole discretion, of each Deliverable prior to Final Acceptance of the Solution. Each Deliverable and Roll-Out remains conditionally accepted until ii meets the Requirements of the Statement(s) of Work, and any Defects have been corrected.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Confidential Information"	Plante Moran suggests clarifying verbiage to mean all developed works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from SOV in connection with the Work performed under this Contract, made or developed by Contractor or its Subcontractor in the course of the performance of such Work, or the results of such Work, or which SOV holds the proprietary rights, pursuant to Vermont's Public Records Law.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Certificate of Acceptance"	Plante Moran recommends adding verbiage to obtain quality deliverables. This will include written design documents, plans, strategies, integration specifications, etc.. Include a definition such as "Acceptance" to mean the written approval of any Deliverable(s). which constitutes SOV's acknowledgement of the completion of such Deliverable(s) in accordance with SOV's requirements. Deliverables, Work, applications, components, and professional services may be conditionally accepted, subject to the terms herein, and In accordance with the Statement(s) of Work.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Deliverable Acceptance Process"	Plante Moran recommends adding a "Deliverable Acceptance Process to mean the process by which SOV and Guidehouse verify the validity of the Deliverables as described in the Statement of Work. The actual process should also be defined in the SOW.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Implementation Master Schedule"	Plante Moran recommends adding the term "Implementation Master Schedule" to the definitions and use it when discussing the overall project schedule.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1 Contractor's Project Manager	Referring to the requirements documents, add a reference to Exhibit for requirements and traceability	Plante Moran recommends adding the requirements exhibit and the process to be used to trace requirements throughout the project.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1 Contractor's Project Manager	Referring to test plans.	Plante Moran recommends GH should support this with templates, formats, tracking, and tracing the test cases to requirements. Need to be specific on the hours here.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.1 Contractor's Project Manager and Roles	Referring to the project team roles and responsibilities	Plante Moran recommends defining the functional leads by business areas. That will help both SOV and GH in making sure the staffing plan reflects what is needed and staff is not spread across to many business process areas.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.1 Contractor's Project Manager and Roles	Lak of reporting lead	Plante Moran suggests a reporting lead for the 40 reports. This seems light on the GH side and there seems to be conflict about the number of reports, dashboards and PRISM reports being developed.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the number of individuals required for each role below are only estimates and project resourcing will be specified by phase.	Plante Moran recommends obtaining confirmation of the number upfront and agreed to based on the schedule and detailed plan.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities specific to the Program Leadership Team, requires 4 individuals	Plante Moran questions why 4 resources are required in the PMO. Is this across the entire project?
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities specific to the Work Stream Functional Lead(s).	Plante Moran recommends validating these requirements to each of the areas being implemented. Also, consider that a resource will be needed to manage the FDM work.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities in the Work Stream Functional Lead(s) section, specific to the "Product Owner".	Plante Moran recommends if the Product Owner is mentioned in the description in the in the table in the contract, there needs to be a role and responsibilities added to the table on this chart. For example, the Owners of the major systems being implemented need to be part of the states team to assist in making decisions, assisting with the business design and so forth.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Integration Leads in the table for roles and responsibilities.	Plante Moran recommends considering one lead per phase.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the Integration Leads and the development and management of the delivery of the integrations	Plante Moran recommends this is co-owned with the Contractor's Integrations lead.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Integration Developer(s) in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the number of integrations
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Report Writers in the table of roles and responsibilities being 1-2.	Plante Moran recommends to consider if this number seems reasonable based on the number of reports.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to Business Process Administrators	Plante Moran recommends this be discussed for clarity on the roles and responsibilities and how the work will be shared.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Change Agents in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the scope of change impact. Consider one assigned to STARS and FARS specifically.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Training Lead(s) in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the scope of training.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to Guidehouse utilizing CAMPSite as a tool to manage project activities.	Plante Moran recommends receiving training if this tool is not known at the State. Also, include documentation that the deliverables will be packaged and delivered to SOV at the end of the project.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.5 Key Project Staff	Referring to the outline of the Key Project Staff from the Contractor perspective and table provided.	Plante Moran recommends confirming if this key staff will be certified in Workday.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.6 Key Project Staff Changes	Referring to "If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with substantially similar equivalent skill at no charge".	Plante Moran recommends changing to "If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member as quickly as practical. If performance is unacceptable to the State and results in a delay or change the State may submit a Change Order to cover the additional costs incurred".

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.8 Contractor Third Party Contracts	Referring to reference of IBM adding implementation services.	Suggest adding a statement for what this is regarding and that GH is still responsible.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.8 Contractor Third Party Contracts	Referring to Contractor Third Party Contracts	Plante Moran recommends considering the scenario when the state has contractors and will need to work with the Contractor's contractors, add a statement that GH will work with those Contractors as though they were an extension of SOV staff.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Referring to "State shall be responsible for any required coordination, customizations to and ongoing maintenance of non-Workday legacy systems and third parties'.	This statement clearly states SOV will need to have resources to support systems that are remediating. This is a bigger conversation on risk for integration.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Data Conversion Assumptions	Data loads, will need to be carefully managed to make sure they are meeting the requirements. There is also no tenant stating where these will be tested and validated before end-to-end.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Data Conversion Assumptions	Concern of not having a tenant between E2E and Gold for conversion and final checking. Discuss tenant and tenant management plan.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.2 Stage 1: Plan	FDM in the first phase needs to be inclusive of all phases.	Plante Moran advises a full FDM in the first phase. Bring that forward from the Financial. This will allow other activities to occur and will build a solid FDM for other work - system remediation and readiness for things like FARS and STARS replacement.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.2 Stage 1: Plan	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.3 Stage 2: Architect & Configure	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.4 Stage 3: Test	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.4 Stage 3: Test	Referring to data conversion.	Plante Moran recommends adding detail on what data will be used to test in E2E. That is critical to make sure you see the SOV data in the system, and you have tested that data successfully. Two areas in this section for each phase.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Referring to warranty language.	Plante Moran recommends adding warranty language to this section regarding the one time items like FY close. Make sure to include the warranty to cover the first time you execute a process, such as 1099, w-2, FY close, etc. For Planning, this needs to cover first time use. See comments in the document for this section for all phases.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Schedule and dates need to be reviewed and updated once complete.	Plante Moran recommends final update and review of schedule.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Test phases in each table	For testing, the testing of integrations and conversions needs to be done either at the end of Architect and configure or before test. This is an area that should be reviewed from a holistic perspective by the core functional and technical team prior to stakeholders in E2E. Suggest calling that out here. Also call out conversion data exists in end to end tenant.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3 Workday Functional Scope	Add the SKUs	Suggest aligning this to the Workday SKU's.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3 Workday Functional Scope	The Functional Configuration and Setup needs to be thoroughly reviewed and discussed to make sure scope aligns.	This section has specific items called out that may be missing, such as allocation pool, appropriation, others. This aligns to the scope and business processes in Workday that will be deployed. Recommend this be thoroughly reviewed including Plante Moran's comments.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3 Workday Functional Scope	The Functional Configuration and Setup needs to be thoroughly reviewed and discussed to make sure scope aligns.	This section has specific items called out that may be missing, such as allocation pool, appropriation, others. This aligns to the scope and business processes in Workday that will be deployed. Recommend this be thoroughly reviewed including Plante Moran's comments.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3.1 Integration Scope	Concerns on this section are noted in the document.	This area is a risk area for scope changes. The detail needs to be specific, occur on the proper timeline and the roles and responsibilities need to align to the staff. These are out of alignment in the current draft. Also consider the impact of replacing STARS and FARS, the cost to the agencies to remediate their systems to conform to the FDM, and clear scope on LMS and Talent.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3.2 Data Conversion Scope	The current document is incomplete.	This area is incomplete. There are comments in the document on areas that are missing, as well as concerns around when and where conversions will occur, notes of agreed to level of history - that speaks Change Order.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 7.3.3 Report Scope	The current document is incomplete and does not seem to align on reports.	This area is incomplete. There are comments in the document on areas that are missing, as well as concerns around who and what reports, dashboards and PRISM will be developed. This again speaks Change Order. The R&R table with deliverables is missing.

Guidehouse Contract and SOW (Cont)

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Document	Section / Reference #	Risk/Issue Description	Plante Moran Recommendation
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 8.2 Deliverable Criteria and Acceptance	Referring to the number of days for deliverable acceptance being 5 business days	Plante Moran recommends Recommend remove and review to IMS. Each should have a period agreed to based on the deliverable, or a not to exceed 15 days...."
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 11.4.Payment Provisions	Payment schedule is incomplete.	Update the payment schedule once complete, determine retainage, etc. This should be reviewed when complete.
Guidehouse Contract and SOW	Attachment A - Specifications Of Work To Be Performed 11.4.3 Invoice Disputes	Referring to the number of days the state will have to dispute an invoice - being 10 days	Plante Moran recommend stating 5 days to report the dispute and 10 days to resolve the dispute.

Questions

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk	
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Standard Contract For Technology Services	3. Maximum Amount	Standard Contract For Technology Services 3. Maximum Amount	Per the statement in Attachment B, the sum not to exceed $18,201,453.40	Update the final price $18,201,453.40, and add suggested language "plus any mutually approved Change Orders."	Issue	
VT Guidehouse Contract and SOW Working Draft – 12 28 2025	Standard Contract For Technology Services	4. Contract Term	Standard Contract For Technology Services 4. Contract Term	The period of Contractor's performance shall begin on December 15, 2023 and end on June 30, 2027.	Update this section with the new date to start and end. Suggested added language of "or as reflected in any mutually approved Change Orders".	Issue	
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Standard Contract For Technology Services	7. Termination for Convenience	Standard Contract For Technology Services 7. Termination for Convenience	The Guidehouse contract states "This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination."	Plante Moran recommends 10 days rather that 30 days.	Issue	
	Standard Contract For Technology Services	8. Attachments	Standard Contract For Technology Services 8. Attachments	All attachments were not available for review. Suggest adding the Guidehouse Proposal Response and update order.	Add the Guidehouse Proposal and BAFO Response before the Request for Proposal and update order. If time permits, provide the attachments and Exhibits for review.	RISK	
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Standard Contract For Technology Services	9. Order of Precedence	Standard Contract For Technology Services 9. Order of Precedence	Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence: - Standard Contract - Attachment D Other Terms and Conditions for Information Technology Contracts - Attachment C (Standard State Provisions for Contracts and Grants) - Attachment A with Exhibits - Attachment B - Request for Proposal - Request for Best and Final Offer - Request for Clarification	Update this section to align. The Guidehouse proposal should be before the proposal. There is a statement that requirements must be met, and by removing the RFP and their proposal the requirements are also removed. Add this back: •Attachment A – Statement of Work •Exhibit 1 – State Technical and Functional Requirements •Exhibit 2 – Preliminary Implementation Master Schedule •Exhibit 3 – State Third Party Software •Exhibit 4 – Contractor Software •Attachment B – Payment Provisions •Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017) •Attachment D – Other Terms and Conditions for Information Technology Contracts •Attachment E – Guidehouse BAFO Response to Proposal •Attachment F – Guidehouse Response to Proposal •Attachment G – Request for Proposal •Attachment H – Request for Best and Final Offer •Attachment I – Request for Clarification •Attachment J – Financial Scoping Requirements Align when complete. Update all references when complete and consider adding and Exhibit for Data Safeguards.	RISK	
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Standard Contract For Technology Services	10. Notice Requirements	Standard Contract For Technology Services 10. Notice Requirements	There was no notice requirement section. New section added to address Notice Requirements	Plant Moran recommends adding specific notice requirements on how notices will be received.	RISK	
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Attachment A - Specifications Of Work To Be Performed	1. Purpose	Attachment A - Specifications Of Work To Be Performed 1. Purpose	In reference to tenants, the contract states "…Contractor agrees to provide to the State with a web-based, Contractor-supported Workday production tenant (the "Solution")."	Plante Moran recommends the having more than one tenant to cover, conversions, integrations, testing etc. General risk added for this area. Also suggest tenant management and number of tenants be articulated.	RISK	Attachment A - Specifications Of Work To Be Performed
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Attachment A - Specifications Of Work To Be Performed	1. Purpose	Attachment A - Specifications Of Work To Be Performed 1. Purpose	Review to Section 10 - Change Order Process.	Plante Moran recommended referring to Section 10 Change Order Process.	Issue	Attachment A - Specifications Of Work To Be Performed
VT Guidehouse Contract and SOW Working Draft – 12 28 2022	Attachment A - Specifications Of Work To Be Performed	2. Existing Systems	Attachment A - Specifications Of Work To Be Performed 2. Existing Systems	Referring to CornerStone on LMS system reference to THE REPLACEMENT OF THIS SYSTEM IS NOT IN SCOPE FOR THIS ~~RFP~~SOW,	Plante Moran recommends more clarity on the scope for both of these areas. There is mention of the scope to implement the Workday components and there are integrations mentioned. This need to be clearly defined.	RISK	

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Attachment A - Specifications Of Work To Be Performed	2. Existing Systems	Attachment A - Specifications Of Work To Be Performed 2. Existing Systems	Vermont Department of Labor and the Agency of Transportation have their own financial systems which interface with VISION. These systems are referred to as FARS and STARS, respectively. Workday Financials and Time Tracking is in-scope for replacement by Workday.	The last sentence is not correct. Update this to state FARS and STARS are in scope for replacement. This is also a large risk. The integrations need to include these systems if not intended to be replaced in the initial phase, meaning there could be integrations to these systems during the phasing. Also, there may be integrations that are not identified that integrate to these systems today that are not covered. Recommend this be reviewed for potential scope items to be clearly defined on the replacement for Guidehouse. Note, this is an overall risk for the project that Plante Moran will further document in the final report.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	3. Objective	Attachment A - Specifications Of Work To Be Performed 3. Objective	Referring to this statement, “Any feature, functionality, and/or services not explicitly identified in this SOW is out of scope. “	If you did not specifically state some feature in Workday would be implemented, you may not be able to without a CR. There are components of Workday that you will want, but probably don’t know are needed to meet the requirements. I would remove. Maybe state that your intent is to replace the business functionality in PeopleSoft with Workday which could be any and all business processes available in the Workday subscription.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	3 - Objective	Attachment A - Specifications Of Work To Be Performed 3 - Objective	When referring to major activities in the contract, suggest alternative language.	These activities have items missing, such as reports, conversions, etc. Suggest, adding Workday SKUs and removing the paragraph listing the activities. Once SKUs are listed, include a statement that these are implemented to meet the requirements in Exhibit x, and in accordance to the approved deliverables and outcomes of this SOW.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	3 - Objective	Attachment A - Specifications Of Work To Be Performed 3 - Objective	In reference to the listing stating the successful outcomes.	Plante Moran would recommend adding the first month close. These are all activities prior to the implementation and do not measure if the system is successfully deployed. Also, consider having a complete measure for knowledge transfer to the State staff.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Attachment A - Specifications Of Work To Be Performed	4. Period of Installation and Implementations and Training	Attachment A - Specifications Of Work To Be Performed 4. Period of Installation and Implementations and Training	The period of installation and implementation and training shall not exceed forty-five months from the date of this Contract. Support and maintenance shall begin upon Solution deployment and shall continue through the Contract Term as the same may be extended by the parties	Plante Moran recommends having some flexibility to allow for the State to extend using the approved SOW or CR process. It is not uncommon to have unforeseen situations arise. Consider adding language "or as agreed to in mutually approved Change Orders".	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Certificate of Acceptance"	Plante Moran suggests to add language to get quality deliverables during the project. This will include written design documents, plans, strategies, integration specifications, etc.. Maybe include a definition such as "Acceptance" to mean the written approval of any Deliverable(s). which constitutes SOV’s acknowledgement of the completion of such Deliverable(s) in accordance with SOV’s requirements. Deliverables, Work, applications, components, and professional services may be conditionally accepted, subject to the terms herein, and In accordance with the Statement(s) of Work.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: “Approved" or “Approval"	Plante Moran suggests clarifying verbiage to mean the endorsement or authorization by SOV of an action, document, proposal, plan, procedure, report, specification requirement, design, or any parts thereof, undertaken, promulgated, or developed by Guidehouse.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2024	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Change Order"	Plante Moran suggests clarifying verbiage to mean a written order issued by SOV to Contractor, delineating changes In the Contract Documents, additional work, and establishing the basis of payment and line adjustments, if any, for the portion of the Work affected by the change.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2025	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Conditional Acceptance"	Plante Moran suggests clarifying verbiage to mean partial acceptance, at SOV’s sole discretion, of each Deliverable prior to Final Acceptance of the Solution. Each Deliverable and Roll-Out remains conditionally accepted until ii meets the Requirements of the Statement(s) of Work, and any Defects have been corrected.	Issue

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2026	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Confidential Information"	Plante Moran suggests clarifying verbiage to mean all developed works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from SOV in connection with the Work performed under this Contract, made or developed by Contractor or its Subcontractor in the course of the performance of such Work, or the results of such Work, or which SOV holds the proprietary rights, pursuant to Vermont's Public Records Law.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2027	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Certificate of Acceptance"	Plante Moran recommends adding verbiage to obtain quality deliverables. This will include written design documents, plans, strategies, integration specifications, etc.. Include a definition such as "Acceptance" to mean the written approval of any Deliverable(s). which constitutes SOV's acknowledgement of the completion of such Deliverable(s) in accordance with SOV's requirements. Deliverables, Work, applications, components, and professional services may be conditionally accepted, subject to the terms herein, and In accordance with the Statement(s) of Work.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2028	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Deliverable Acceptance Process"	Plante Moran recommends adding a "Deliverable Acceptance Process to mean the process by which SOV and Guidehouse verify the validity of the Deliverables as described in the Statement of Work. The actual process should also be defined in the SOW.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2029	Attachment A - Specifications Of Work To Be Performed	5. Definitions	Attachment A - Specifications Of Work To Be Performed 5. Definitions	In reference to the definition for: "Implementation Master Schedule"	Plante Moran recommends adding the term "Implementation Master Schedule" to the definitions and use it when discussing the overall project schedule.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2023	Attachment A - Specifications Of Work To Be Performed	6.1 Contractor's Project Manager	Attachment A - Specifications Of Work To Be Performed 6.1 Contractor's Project Manager	Referring to the requirements documents, add a reference to Exhibit for requirements and traceability	Plante Moran recommends adding the requirements exhibit and the process to be used to trace requirements throughout the project.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2025	Attachment A - Specifications Of Work To Be Performed	6.1 Contractor's Project Manager	Attachment A - Specifications Of Work To Be Performed 6.1 Contractor's Project Manager	Referring to test plans.	Plante Moran recommends GH should support this with templates, formats, tracking, and tracing the test cases to requirements. Need to be specific on the hours here.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2025	Attachment A - Specifications Of Work To Be Performed	6.1.1 Contractor's Project Manager and Roles	Attachment A - Specifications Of Work To Be Performed 6.1.1 Contractor's Project Manager and Roles	Referring to the project team roles and responsibilities	Plante Moran recommends defining the functional leads by business areas. That will help both SOV and GH in making sure the staffing plan reflects what is needed and staff is not spread across to many business process areas.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2025	Attachment A - Specifications Of Work To Be Performed	6.1.1 Contractor's Project Manager and Roles	Attachment A - Specifications Of Work To Be Performed 6.1.1 Contractor's Project Manager and Roles	Lak of reporting lead	Plante Moran suggests a reporting lead for the 40 reports. This seems light on the GH side and there seems to be conflict about the number of reports, dashboards and PRISM reports being developed.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2029	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the number of individuals required for each role below are only estimates and project resourcing will be specified by phase.	Plante Moran recommends obtaining confirmation of the number upfront and agreed to based on the schedule and detailed plan.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2031	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities specific to the Program Leadership Team, requires 4 individuals	Plante Moran questions why 4 resources are required in the PMO. Is this across the entire project?	Issue

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2032	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities specific to the Work Stream Functional Lead(s).	Plante Moran recommends validating these requirements to each of the areas being implemented. Also, consider that a resource will be needed to manage the FDM work.	
VT Guidehouse Contract and SOW Working Draft – 12 28 2033	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the table illustrating the project roles and responsibilities in the Work Stream Functional Lead(s) section, specific to the "Product Owner".	Plante Moran recommends if the Product Owner is mentioned in the description in the in the table in the contract, there needs to be a role and responsibilities added to the table on this chart. For example, the Owners of the major systems being implemented need to be part of the states team to assist in making decisions, assisting with the business design and so forth.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2034	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Integration Leads in the table for roles and responsibilities.	Plante Moran recommends considering one lead per phase.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2035	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the Integration Leads and the development and management of the delivery of the integrations	Plante Moran recommends this is co-owned with the Contractor's Integrations lead.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2036	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Integration Developer(s) in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the number of integrations	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2037	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Report Writers in the table of roles and responsibilities being 1-2.	Plante Moran recommends to consider if this number seems reasonable based on the number of reports.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2038	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to Business Process Administrators	Plante Moran recommends this be discussed for clarity on the roles and responsibilities and how the work will be shared.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2038	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Change Agents in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the scope of change impact. Consider one assigned to STARS and FARS specifically.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2038	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to the number of Training Lead(s) in the table of roles and responsibilities being 1-3.	Plante Moran recommends to consider if this number seems reasonable based on the scope of training.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2039	Attachment A - Specifications Of Work To Be Performed	6.1.2 State's Project Resources	Attachment A - Specifications Of Work To Be Performed 6.1.2 State's Project Resources	Referring to Guidehouse utilizing CAMPSite as a tool to manage project activities.	Plante Moran recommends receiving training if this tool is not known at the State. Also, include documentation that the deliverables will be packaged and delivered to SOV at the end of the project.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2040	Attachment A - Specifications Of Work To Be Performed	6.1.5 Key Project Staff	Attachment A - Specifications Of Work To Be Performed 6.1.5 Key Project Staff	Referring to the outline of the Key Project Staff from the Contractor perspective and table provided.	Plante Moran recommends confirming if this key staff will be certified in Workday.	RISK

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2041	Attachment A - Specifications Of Work To Be Performed	6.1.6 Key Project Staff Changes	Attachment A - Specifications Of Work To Be Performed 6.1.6 Key Project Staff Changes	Referring to "If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with substantially similar equivalent skill at no charge".	Plante Moran recommends changing to "If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member as quickly as practical. If performance is unacceptable to the State and results in a delay or change the State may submit a Change Order to cover the additional costs incurred".	RISK
	Attachment A - Specifications Of Work To Be Performed	6.1.8 Contractor Third Party Contracts	Attachment A - Specifications Of Work To Be Performed 6.1.8 Contractor Third Party Contracts	Referring to reference of IBM adding implementation services.	Suggest adding a statement for what this is regarding and that GH is still responsible.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2041	Attachment A - Specifications Of Work To Be Performed	6.1.8 Contractor Third Party Contracts	Attachment A - Specifications Of Work To Be Performed 6.1.8 Contractor Third Party Contracts	Referring to Contractor Third Party Contracts	Plante Moran recommends considering the scenario when the state has contractors and will need to work with the Contractor's contractors, add a statement that GH will work with those Contractors as though they were an extension of SOV staff.	RISK
	Attachment A - Specifications Of Work To Be Performed	6.1.9.2 Technical Assumptions	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Referring to "State shall be responsible for any required coordination, customizations to and ongoing maintenance of non-Workday legacy systems and third parties'.	This statement clearly states SOV will need to have resources to support systems that are remediating. This is a bigger conversation on risk for integration.	RISK
	Attachment A - Specifications Of Work To Be Performed	6.1.9.2 Technical Assumptions	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Data Conversion Assumptions	Data loads, will need to be carefully managed to make sure they are meeting the requirements. There is also no tenant stating where these will be tested and validated before end-to-end.	RISK
	Attachment A - Specifications Of Work To Be Performed	6.1.9.2 Technical Assumptions	Attachment A - Specifications Of Work To Be Performed 6.1.9.2 Technical Assumptions	Data Conversion Assumptions	Concern of not having a tenant between E2E and Gold for conversion and final checking. Discuss tenant and tenant management plan.	RISK
	Attachment A - Specifications Of Work To Be Performed	7.2.2 Stage 1: Plan	Attachment A - Specifications Of Work To Be Performed 7.2.2 Stage 1: Plan	FDM in the first phase needs to be inclusive of all phases.	Plante Moran advises a full FDM in the first phase. Bring that forward from the Financial. This will allow other activities to occur and will build a solid FDM for other work - system remediation and readiness for things like FARS and STARS replacement.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2043	Attachment A - Specifications Of Work To Be Performed	7.2.2 Stage 1: Plan	Attachment A - Specifications Of Work To Be Performed 7.2.2 Stage 1: Plan	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2043	Attachment A - Specifications Of Work To Be Performed	7.2.3 Stage 2: Architect & Configure	Attachment A - Specifications Of Work To Be Performed 7.2.3 Stage 2: Architect & Configure	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2043	Attachment A - Specifications Of Work To Be Performed	7.2.4 Stage 3: Test	Attachment A - Specifications Of Work To Be Performed 7.2.4 Stage 3: Test	Referring to the table presenting the deliverables for where there lack detailed tasks for that deliverable or role.	Plante Moran recommends having the contractor list the specific steps for each owner like other matrix items.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2043	Attachment A - Specifications Of Work To Be Performed	7.2.4 Stage 3: Test	Attachment A - Specifications Of Work To Be Performed 7.2.4 Stage 3: Test	Referring to data conversion.	Plante Moran recommends adding detail on what data will be used to test in E2E. That is critical to make sure you see the SOV data in the system, and you have tested that data successfully. Two areas in this section for each phase.	RISK

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2044	Attachment A - Specifications Of Work To Be Performed	7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Referring to warranty language.	Plante Moran recommends adding warranty language to this section regarding the one time items like FY close. Make sure to include the warranty to cover the first time you execute a process, such as 1099, w-2, FY close, etc. For Planning, this needs to cover first time use. See comments in the document for this section for all phases.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2044	Attachment A - Specifications Of Work To Be Performed	7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Schedule and dates need to be reviewed and updated once complete.	Plante Moran recommends final update and review of schedule.	Issue
VT Guidehouse Contract and SOW Working Draft – 12 28 2044	Attachment A - Specifications Of Work To Be Performed	7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Attachment A - Specifications Of Work To Be Performed 7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options	Test phases in each table	For testing, the testing of integrations and conversions needs to be done either at the end of Architect and configure or before test. This is an area that should be reviewed from a holistic perspective by the core functional and technical team prior to stakeholders in E2E. Suggest calling that out here. Also call out conversion data exists in end to end tenant.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	7.3 Workday Functional Scope	Attachment A - Specifications Of Work To Be Performed 7.3 Workday Functional Scope	Add the SKUs	Suggest aligning this to the Workday SKU's.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	7.3 Workday Functional Scope	Attachment A - Specifications Of Work To Be Performed 7.3 Workday Functional Scope	The Functional Configuration and Setup needs to be thoroughly reviewed and discussed to make sure scope aligns.	This section has specific items called out that may be missing, such as allocation pool, appropriation, others. This aligns to the scope and business processes in Workday that will be deployed. Recommend this be thoroughly reviewed including Plante Moran's comments.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	7.3.1 Integration Scope	Attachment A - Specifications Of Work To Be Performed 7.3.1 Integration Scope	Concerns on this section are noted in the document.	This area is a risk area for scope changes. The detail needs to be specific, occur on the proper time line and the roles and responsibilities need to align to the staff. These are out of alignment in the current draft. Also consider the impact of replacing STARS and FARS, the cost to the agencies to remediate their systems to conform to the FDM, and clear scope on LMS and Talent.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	7.3.2 Data Conversion Scope	Attachment A - Specifications Of Work To Be Performed 7.3.2 Data Conversion Scope	The current document is incomplete.	This area is incomplete. There are comments in the document on areas that are missing, as well as concerns around when and where conversions will occur, notes of agreed to level of history - that speaks Change Order.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	7.3.3 Report Scope	Attachment A - Specifications Of Work To Be Performed 7.3.3 Report Scope	The current document is incomplete and does not seem to align on reports.	This area is incomplete. There are comments in the document on areas that are missing, as well as concerns around who and what reports, dashboards and PRISM will be developed. This again speaks Change Order. The R&R table with deliverables is missing.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2045	Attachment A - Specifications Of Work To Be Performed	8.2 Deliverable Criteria and Acceptance	Attachment A - Specifications Of Work To Be Performed 8.2 Deliverable Criteria and Acceptance	Referring to the number of days for deliverable acceptance being 5 business days	Plante Moran recommends Recommend remove and review to IMS. Each should have a period agreed to based on the deliverable, or a not to exceed 15 days...."	RISK

Appendix A - Contract Risks and Issues Log

File	Document	Section/Reference #		Risk/Issue Description	Plante Moran Recommendation	Issue or Risk
VT Guidehouse Contract and SOW Working Draft – 12 28 2046	Attachment A - Specifications Of Work To Be Performed	11.4.Payment Provisions	Attachment A - Specifications Of Work To Be Performed 11.4.Payment Provisions	Payment schedule is incomplete.	Update the payment schedule once complete, determine retainage, etc. This should be reviewed when complete.	RISK
VT Guidehouse Contract and SOW Working Draft – 12 28 2046	Attachment A - Specifications Of Work To Be Performed	11.4.3 Invoice Disputes	Attachment A - Specifications Of Work To Be Performed 11.4.3 Invoice Disputes	Referring to the number of days the state will have to dispute an invoice - being 10 days	Plante Moran recommend stating 5 days to report the dispute and 10 days to resolve the dispute.	Issue

STANDARD CONTRACT FOR TECHNOLOGY SERVICES

1. ***Parties.*** This is a contract for services between the State of Vermont, Agency of Digital Services (hereinafter called "State"), and Guidehouse, Inc., with a principal place of business in McLean, Virginia, (hereinafter called "Contractor"). Contractor's form of business organization is Corporation. It is Contractor's responsibility to contact the Vermont Department of Taxes to determine if, by law, Contractor is required to have a Vermont Department of Taxes Business Account Number.

2. ***Subject Matter.*** The subject matter of this contract is services generally on the subject of Workday Implementation Services. Detailed services to be provided by Contractor are described in Attachment A.

3. ***Maximum Amount.*** In consideration of the services to be performed by Contractor, the State agrees to pay Contractor, in accordance with the payment provisions specified in Attachment B, a sum not to exceed $18,201,453.40, plus mutually approved Change Orders.

4. ***Contract Term.*** The period of Contractor's performance shall begin on December 15, 2023 and end on June 30, 2027, or as reflected in any mutually approved Change Orders.

5. ***Prior Approvals.*** This Contract shall not be binding unless and until all requisite prior approvals have been obtained in accordance with current State law, bulletins, and interpretations.

6. ***Amendment.*** No changes, modifications, or amendments in the terms and conditions of this contract shall be effective unless reduced to writing, numbered and signed by the duly authorized representative of the State and Contractor.

7. ***Termination for Convenience.*** This contract may be terminated by the State at any time by giving written notice at least thirty (30) days in advance. In such event, Contractor shall be paid under the terms of this contract for all services provided to and accepted by the State prior to the effective date of termination.

8. ***Attachments***. This contract consists of 2 pages including the following attachments which are incorporated herein:

- Attachment A – Statement of Work
  – Exhibit 1 – State Technical and Functional Requirements
  – Exhibit 2 – Preliminary Implementation Master Schedule
  – Exhibit 3 – State Third Party Software
  – Exhibit 4 – Contractor Software
- Attachment B – Payment Provisions
- Attachment C – "Standard State Provisions for Contracts and Grants" a preprinted form (revision date 12/15/2017)
- Attachment D – Other Terms and Conditions for Information Technology Contracts
- Attachment E – Request for Proposal
- Attachment F – Request for Best and Final Offer
- Attachment G – Request for Clarification
- Attachment H – Financial Scoping Requirements

9. ***Order of Precedence***. Any ambiguity, conflict or inconsistency between the documents comprising this contract shall be resolved according to the following order of precedence:

1. Standard Contract
2. Attachment D Other Terms and Conditions for Information Technology Contracts
3. Attachment C (Standard State Provisions for Contracts and Grants)
4. Attachment A with Exhibits
5. Attachment B

10. Notice Requirements. All notices required or permitted under this Contract shall be in writing and shall be deemed sufficiently served if delivered by registered or certified mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and In any case addressed as follows:

State of Vermont	**Guidehouse**
Signature	Signature
Name	Name
Title	Title
Date Signed	Date Signed

Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the State of Vermont:

Date: ___________________________

Signature: _______________________

Name: __________________________

Title: ___________________________

By the Contractor:

Date: ___________________________

Signature: _______________________

Name: __________________________

Title: ___________________________

ATTACHMENT A
SPECIFICATIONS OF WORK TO BE PERFORMED

1.0 PURPOSE

This Statement of Work ("SOW" or "Agreement") details the Services that the Contractor will perform for the deployment of Workday for the "State of Vermont", referenced below as "the State", and includes a description of the scope, deliverables, roles and responsibilities, expected project timeline, fees and payment schedule. This SOW will be the governing project document outlining project scope and milestones as mutually agreed to by both parties.

If the State wishes to secure additional services to deploy functionality not included in the scope of this SOW, change the roles and responsibilities, change the timeline of deployment, or otherwise initiate additional efforts outside the scope of this SOW, the Contractor will provide a proposal for such services and develop a separate SOW or Change Order subject to the Change Order Process defined in Section 10.

This Contract sets forth the terms and conditions under which Contractor agrees to provide to the State with a web-based, Contractor-supported Workday production tenant (the "Solution"). The Solution shall provide Enterprise Resource Planning business operations software.

The Contractor shall provide development and design services, project and operations management, support and maintenance, consulting, training, engineering and application development, monitoring, support, backup and recovery, change management, technology updates and upgrades and other professional services as described herein (individually and collectively referred to herein as the "Services"), as necessary for the State's productive use of the Solution as further set forth in this Contract. This Contract specifies the obligations of each party with additional provisions detailed in the attached Attachments and Exhibits.

2.0 EXISTING SYSTEMS

VTHR Operations Division manages the functional business needs of the PeopleSoft HCM (Human Capital Management) system, known as VTHR. VTHR houses DHR data as it relates to employees including records such as employee status, salary, benefits, compensation. recruiting, timesheets, and position data. VTHR Operations works collaboratively with all other divisions of Human Resources regarding benefits, business processes and adherence to personnel rules, regulations, policies and Collective Bargaining Agreement provisions.

The State uses PeopleSoft v.9.1 for Workforce Administration, Position Management, Self Service, Benefits Administration, Time & Labor, FMLA Tracker, Payroll, Recruitment and tight integration to the Finance Department's GL; DHR considers this functionality, except the recruitment modules, to be its core system. Vermont DHR was an early adopter of the PeopleSoft solution with its first implementation occurring in 1994. The department has added additional capabilities over the years, but the system is mostly used for transactions that result in employee records and ultimately proper pay. The HCM is the State's system of record for employee's employment data.

The VTHR system is currently 10-15% customized. Major customizations include, but are not limited to, the timesheet, HR Advice, GL, and Leave Management. The largest customization in the HCM is to accommodate a tight integration to the State's centralized PeopleSoft Financial system allowing bi-weekly payroll reconciliation and direct billing to the departments/agencies for all employee level costs to include the employer share of taxes and benefits.

DHR has the CornerStone on Demand Learning Management (LMS) system which was implemented in 2016. The LMS is a SaaS solution with high configurability. THE REPLACEMENT OF THIS SYSTEM IS NOT IN SCOPE FOR THIS RFP, though data exchange is a required in-scope task and is required for this RFP. The State intends to build an integration between CornerStone and Workday initially, with the goal of retiring the CornerStone system and adopting like-functionality in Workday.

DHR has SAP Success Factors for a Talent Acquisition Management solution which is also a SaaS implementation. THE REPLACEMENT OF THIS SYSTEM IS NOT IN SCOPE FOR THIS SOW, though data exchange is a required in-scope task and is required for this SOW. The State intends to build an integration between Success Factors and Workday initially, with the goal of retiring the Success Factors system and adopting like-functionality in Workday.

VTHR interfaces with Oracle PeopleSoft Financials v9.2 (referred to locally as VISION) using integration broker to exchange data regarding payroll accounting and employee data. VTHR also relies on several other data interface processes (both PeopleSoft delivered and State customized) for importing and exporting data.

The current Statewide Budgeting System utilizes a commercial off-the-shelf (COTS) government budgeting software called PB Advantage. The current system was implemented in 2011 and is currently on version 3.09.

Vermont Department of Labor and the Agency of Transportation have their own financial systems which interface with VISION. These systems are referred to as FARS and STARS, respectively. Workday Financials and Time Tracking is in-scope for replacement by Workday.

3.0 OBJECTIVE

The Contractor's Workday deployment methodology consists of five stages: Base Camp, Plan, Architect & Configure, Test, and Deploy (each, a "Stage"). The professional services and deliverables within each stage of the methodology are explained in Appendix A Statement of Work (SOW). The project scope has been defined through the procurement process and follow-on discussions with Vermont and is detailed in Appendix A and meet the Requirements as documented in Exhibit 1. Any feature, functionality, and/or services not explicitly identified in this SOW is out of scope.

This Contract identifies the tasks required by each party to implement and support the Solution through the following major activities: development of project management planning documentation; requirements collection and validation, Solution design, data migration, configuration, integration and testing; deployment and training; operations, support, and maintenance services, all as detailed herein.

The project will be executed in phases as described herein.

The successful outcome of the project is defined by the following:

- Completed in accordance with this Contract and applicable project management planning documentation;
- Resolution of all material functional and operational deficiencies prior to deployment in the production environment;
- Completed within budget;
- Configured to meet all specified requirements and needs of the State;
- The Solution meets and adheres to all requirements and timeframes set forth in service level terms set forth herein;
- The Solution is fully documented, including but not limited to requirements specifications, architecture, design, configuration, operational environment and user manuals; and
- Trained State staff and stakeholders.

4.0 PERIOD OF INSTALLATION AND IMPLEMENTATION AND TRAINING

The period of installation and implementation and training shall not exceed forty-five months from the date of this Contract, unless agreed to in a Change Order approved by the State and Contractor. Support and maintenance shall begin upon Solution deployment and shall continue through the Contract Term as the same may be extended by the parties.

5.0 DEFINITIONS

Capitalized terms used in this Contract not specifically defined in the text shall have the following meanings:

(a) **"Certificate of Acceptance"** means written certification, delivered to Contractor and signed by an authorized representative of the State, stating that any Defects in a particular Phase or the Solution discovered after implementation and testing have been corrected as required under this Contract, and that the Phase complies in all material respects with all of the applicable Requirements.

(b) **"Certificate of Completion" means** written certification, delivered to the State and signed by an authorized representative of Contractor, stating that any Defects in a particular Phase or the Solution discovered after implementation, testing and Acceptance have been corrected as required under this Contract, and that the Phase or Solution complies in all material respects with all of the applicable Solution Requirements. The State must provide written acceptance to Contractor of any and all Certificates of Completion for them to become effective.

(c) "**Contractor Personnel**" means and refers to Contractor's employees and employees of Contractor's permitted subcontractors or permitted agents assigned by Contractor to perform Services under this Contract.

(d) **"Defect"** means any failure by the Solution or any Phase or component thereof to conform in any material respect with applicable Requirements.

(e) **“Defect Correction”** means either a modification or addition that, when made or added to the Solution, establishes material conformity of the Solution to the applicable Requirements, or a procedure or routine that, when observed in the regular operation of the Solution, eliminates the practical adverse effect on the State of such nonconformity.

(f) **“Deliverable”** means specific products or actions provided by the Contractor as part of the implementation process. Deliverables are tied to project milestones.

(g) “**Documentation**” means any and all descriptions and specifications of the Requirements included herein or created or developed hereunder, operational, functional and supervisory reference guides, manuals and instructive materials, in whatever form and regardless of the media on which it may be contained, stored or transmitted, which is developed, prepared, used or otherwise available from Contractor and/or Contractor’s suppliers, in connection with and applicable to the provision, use, operation and support of the Services hereunder. Documentation shall be sufficient to enable State personnel to understand, operate, use, access, support, maintain, update and modify Services, notwithstanding that Contractor is or may be responsible for any or all of the foregoing obligations. Documentation shall also include all standards applicable to the Services, including those applicable to: (i) Contractor for its own comparable items or services; (ii) the State for its own comparable items or services; and (iii) such standards and guidelines as the parties mutually agree apply to the Services involved.

(h) “**Final Acceptance**” means the issuance of Certificate of Acceptance executed by the State which specifies the mutually agreed upon Go Live Date for the Solution. Final Acceptance may also be applied to the deployment of a particular module providing focused capability.

(i) “**Facilities**” means the physical premises, locations and operations owned or leased by the State (a “State Facility”) or the Contractor (a “Contractor Facility”), and from or through which the Contractor and/or its permitted contractors will provide any Services.

(j) **"Go Live Date."** The date that any part or all of the entire Solution is first available for use by the State in an operational, non-test environment, utilizing actual production data.

(k) “**Phases.”** A particular portion of the Solution, as set forth in the Implementation Master Schedule or as may be modified in accordance with this Contract. Unless modified by written agreement of the parties, Workday HCM and Financials will each have six project Phases are Base Camp, Plan, Configure and Prototype, Test, Deploy, and Warranty. For the Adaptive Planning and People Analytics deployments the phases will be Plan, Architect and Configure, and Test and Deploy.

(l) “**Requirements**” means the State’s baseline Functional and Technical Requirements attached as Exhibit 1 to Attachment A of this Contract.

(m) “**Service Level**” means the specific level of performance Contractor is required to comply with and adhere to in providing the Services in conformity with the Requirements, consistent with the criteria and parameters specified in this Contract.

6.0 PROJECT MANAGEMENT

The scope of work as detailed within describes the services, deliverables and key assumptions. Contractor will develop and maintain an IMS that details the tasks, timelines, and deliverables for the fully integrated solution.

6.1 CONTRACTOR'S PROJECT MANAGER

Contractor will designate an individual to serve as the "**Contractor Project Manager**" who will: (i) be a senior employee within Contractor's organization, with the information, authority and resources available to properly discharge the responsibilities required hereunder; (ii) serve as primary point of contact and the single-point of accountability and responsibility for all Contract-related questions and issues and the provision of Services by Contractor; (iii) have day-to-day responsibility for, and authority to manage, State customer satisfaction; (iv) devote full time and dedicated efforts to managing and coordinating the Services; and (v) support the State remotely and be located at State Facilities for critical project activities or such other appropriate location as Contractor and the State may mutually agree.

Contractor's Project Manager shall be responsible for all tasks necessary to manage, oversee, and ensure success of the project. These tasks include documenting Requirements, developing and updating project plans, assigning staff, scheduling meetings, developing and publishing status reports, addressing project issues, risks, and change orders, and preparing presentations for the State.

Contractor's Project Manager shall be responsible for the successful delivery of all Contractor tasks and subtasks defined in the Project Management Plan (as defined herein). Progress will be monitored and plans adjusted, as necessary, in project status meetings. The Project Management Plan deliverables (for both State and Contractor tasks) shall be updated by the Contractor, subject to review and approval of the State, and reports printed for each status meeting.

Contractor's Project Manager shall be responsible for developing and implementing the following project management documentation:

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
Project Charter	The Project Charter provides basic information about the project. It includes a: Scope Statement (what's in and out of scope); list of Project Deliverables; high level Project Timeline; Key Roles & Responsibilities; known Risks, Assumptions and/or Constraints. It	Once unless there are changes	Primary Owner Project Manager	Secondary Owner Project Manager

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	will require approval by the State.			
Project Governance	Add details	Once and when changes are necessary	Secondary Owner Project Manager	Primary Owner Project Manager
Project Management Plan	The Project Management Plan will dictate specifics on how the Contractor Project Manager will administer the project and will include the following documentation: 1. Change Management Plan (will dictate how changes will be handled including any Service level terms on over/under estimates) 2. Communication Management Plan (will dictate what will be communicated, to who, and how often) 3. Requirements Management Plan (will dictate the approach that the requirements will be gathered, approved, and maintained) 4. Human Resources Management Plan (will dictate what resources will be assigned to the project, for how long, under what allocation, who they report to, and how to	Once and periodically reviewed and updated	Primary Owner Project Manager	Secondary Owner Project Manager

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	handle changes to the resource plan) 5. Procurement Management Plan (will dictate how the vendor(s) will interact with the project and expectations regarding vendor relations with State resources) 6. Quality Management Plan (will dictate the quality controls over the deliverables, work products and activities performed as part of the project, including identifying and tracking Key Performance Indicators and associated Metrics) 7. Risk and Issues Management Plan (will dictate how risks and issues will be managed over the course of the project) 8. Scope Management Plan (will dictate how the scope will be maintained to prevent "scope creep")			
Formal Acceptance Criteria	Criteria that establishes what the acceptance and rejection criteria of each deliverable or work product.	Once for each deliverable and work product	Primary Owner Project Manager	Secondary Owner Project Manager
Formal Acceptance Sign Off	Obtain sign-off at the completion of each project deliverable as	Once for each deliverabl	Primary Owner	Secondary Owner

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	defined by the formal acceptance criteria.	e and work product	Project Manager	Project Manager
Change Requests	Formal document which outlines the process to document any changes to the Contract scope, schedule, budget, and resources.	Once	Primary Owner Project Manager	Secondary Owner Project Manager
Change Requests Log	Tracks the specific change requests approved and their impact to the project scope, budget and schedule.	Updated with each Change Request	Primary Owner Project Manager	Secondary Owner Project Manager
Budget Log	Outlines original Contract costs by deliverable with billed and paid-to-date information.	Once and updated throughout project	Primary Owner Project Manager	Secondary Owner Project Manager
Risk Log	A log of all risks (opened or closed) that could impact the project. Risks should be outlined by their impact and their potential to occur. All risks should have an owner.	Once and updated throughout project	Primary Owner Project Manager	Secondary Owner Project Manager
Issue/Action Items/Decision Log	A Log of open and resolved/completed Issues. Issues should be outlined by their impact, owner, date of occurrence, and remediation strategy.	Once and updated throughout project	Primary Owner Project Manager	Secondary Owner Project Manager
Decision Log	A log of all decisions made over the course of the project. Decisions should have a date and name of decider.	Once and updated throughout project	Primary Owner Project Manager	Secondary Owner Project Manager
Requirements Documents	Finalized list of the project requirements to be approved by the	Once and updated	Primary Owner	Secondary Owner

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	State. The approach is dictated by the Requirements Management Plan (see Project Management Plan), and can include: • Stated requirements document (SRD): The SRD contains current state process flows, user stories, and business rules and states the business need at a high level. • Business requirements document (BRD): The BRD contains a medium level of requirements as well as required metrics of project success. • Functional requirements document (FRD): The FRD contains detailed requirements that can be handed off to the Contractor for execution.	throughout project	Project Manager	Project Manager
Test Plans	A description of the testing approach, participants, sequence of testing and testing preparations. Sample test cases and templates for each type of test case will be provided to the State (e,g. business process, integration, conversion, reports).	Once per phase	Primary Owner Project Manager	Secondary Owner Project Manager
Test Cases & Results Support	Support the State by assisting the State with the identification of the	Create once then update	Secondary Owner	Primary Owner

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	specific test cases to be tested. Support the requirements traceability by tying tests to the project requirements (to support the State to validate that each requirement has been met). Based on the testing strategy developed in the Plan stage, the Contractor and the State will develop the test plan. Additionally, the Contractor will actively participate in supporting the State with test scenario/script development and support the State team during the execution of test scenarios/scripts by the State. In addition, the Contractor will track the overall movement and completion of test script.	with Results	Project Manager	Project Manager
Implementation Master Schedule (IMS)	The IMS outlines how the project will go-live and will include a mini-project plan for the exact events that need to occur assigned to the resources that need to do them and the timeframe for when they need to get done. (See Section 4.4 for more detail.)	Once per implementation	Primary Owner Project Manager	Secondary Owner Project Manager
Project Status Reports	Provides an update on the project health, accomplishments, upcoming tasks, risks	Weekly	Primary Owner Project Manager	Secondary Owner Project Manager

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
	and significant issues. The Status Report and the project color being report shall be developed in consultation with the State business lead and State project manager, as set forth in greater detail in Section 6.2.3.			
Project Phase Audit/Gate Check	At the end of each Phase, the Contractor Project Manager shall submit an audit of all deliverables and milestones achieved during the Phase to the State Project manager for review.	Once per phase.	Primary Owner Project Manager	Secondary Owner Project Manager
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risk issues, action items, and decision logs. Minutes shall be transcribed over to the main logs.	Per occurrence	Primary Owner Project Manager	Secondary Owner Project Manager
End of Project Metrics	These are metrics that reflect how well the project was performed. Metrics will be outlined in the Quality Management Plan,	Once per phase	Primary Owner Project Manager	Secondary Owner Project Manager
Lessons Learned	A compilation of the lessons learned having 20/20 hindsight. Lessons learned shall be delivered in an Excel template and collected from each of the State and Contractor project team members to get a full 360 degree view of the project in retrospect.	Once per phase	Primary Owner Project Manager	Secondary Owner Project Manager

Deliverable	Description	Update Frequency	Contractor Responsibilities	State Responsibilities
Closeout Report	This report will include all the lessons learned, project metrics, and a summary of the project's implementation and outcome in operation.	Once	Primary Owner Project Manager	Secondary Owner Project Manager

6.1.1 Contractor's Project Team And Roles

The Contractor's project team roles and responsibilities included in this SOW are described below. The extent of each the Contractor team member's involvement will vary by task as defined in the Project Plan.

Contractor Role	Est. # of Staff	• Skills/Responsibility
Engagement Partner	1	• Accountable for overall success and delivery of the project • Provides leadership support and oversight to the Contractor's team • Ensures appropriate Contractor resources are made available to the project • Serves as escalation point for the State.
Engagement Director	1	• Provides project oversight and ensures appropriate stakeholder engagement • Coordinates with project leadership to resolve escalated issues in a time-effective manner
Quality Lead	1	• Serves as an advisor to project leadership on technical delivery and implementation • Provides technical oversight and Workday quality assurance
Project Manager and PMO Support	1	• Responsible for day-to-day execution of the project and manages the overall project to completion • Defines project standards, policies, procedures • Serves as a key partner to the State Project Manager • Collaborates with Workday Delivery Assurance Manager throughout implementation
Change Management Lead	1	• Partners with the State Change Management Lead to develop and drive execution of the change management plan, training plan, and leadership action plan for the State. • Develops communication content to support the Change Management effort throughout the project
Functional Lead	2-3	• Guides and supports functional consultants with key design, configuration and testing decisions
Functional Consultants (1	1	• Leads design workshops and partners with the State lead to understand, document and configure key business requirements

Contractor Role	Est. # of Staff	• Skills/Responsibility
Per Business Area)		• Supports the State functional leads through all phases of the project including assisting with Test Scenario/Test Script creation for designated functional area and associated business processes
Integration Lead	1	• Provides technical knowledge and expertise related to the State's integration requirements • Assists with the creation of comprehensive Integration Test Scenarios/Test Scripts for use by the State
Integration Consultant(s)	1	• Works with the State to design and develop in-scope integrations
Data Lead	1	• Provides data knowledge and expertise related to functional areas within scope for the State's implementation
Data Consultant(s)	1	• Works with the State to convert and load in scope data conversion files • Assists with the creation of comprehensive Date Conversion Test Scenarios/Test Scripts for use by the State
Reporting & PRISM Analytics Consultant	1	• Assists the State in the prioritization of reports and development of key custom reports and PRISM Analytics use cases within Workday
Solution Architect	2	• Provides functional oversight and technical oversight across respective workstreams within the implementation to ensure a cohesive vision and delivered product

6.1.2 State's Project Resources

The table below provides guidance on the minimum number of the project resources required by the State for the project. The State will assume responsibility for the following roles and tasks. The State will designate resources to fill the roles below in some cases the State may designate a resource to multiple roles. Detailed roles and responsibilities will be documented in the Project Charter and Project Organizational Chart. The number of individuals required for each role below are only estimates and project resourcing will be specified by phase based on the agreed to IMS.

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
Executive Sponsor	The Executive Sponsor is responsible for: • Providing executive support, sponsorship, and overall	1	Organizational oversight, knowledge, and experience; Proactive

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	direction and tactical vision for the project • Committing/assigning resources to the project • Participating in the project kickoff meeting and stressing goals and objectives for the project to State staff • Distributing communications, as necessary, that support the project and provide it with adequate visibility and priority		communication & leadership skills; Decision making ability & authority. Executive Sponsor involvement is expected to be consistent throughout all phases of the project. Could see an increase in involvement in later phases for any scope changes or resource constraints.
Executive Sponsor(s)/Steering Committee	The Executive Sponsor/Committee is responsible for: • Aligning project objectives with organizational strategy and guiding principles • Ensuring appropriate customer resources are available for the project • Leading project governance • Working with the Contractor project manager(s) to resolve escalated issues in a time-effective manner • Signing off on key deliverables and scope changes throughout the project • Ensuring the project is meeting the goals and timeframes outlined at the beginning of the project • Being an active and visible leader within the project,	4 – 6	Organizational oversight, knowledge, and experience; Proactive communication & leadership skills; Decision making ability & authority. Executive Sponsor/Steering Committee involvement is expected to be consistent throughout all phases of the project. Could see an increase in involvement in later phases for any scope changes or

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	aligning other leaders to the objectives of the project • Actively supporting and promoting the change management program		resource constraints.
Program Leadership Team	The Program Leadership Team is responsible for: • Providing direction to the Customer deployment team(s) for critical deliverables, milestones, issues, and risks leveraging their extensive experience and network • Providing administrative oversight for all Workday systems • Possibly organizing cross-functional discussion • Participating in delivery assurance reviews • Assisting with steering committee preparation agenda and content • May also assist in identifying stakeholders and managing executive stakeholder engagement for multi–functional (e.g., HCM, Financials) projects • Resolving project issues as the first point of contact for the Project Manager or Engagement Director	4	Organizational oversight, knowledge, and experience; Proactive communication & leadership skills; Decision making ability & authority. Involvement is expected to be consistent throughout all phases of the project.
Project Manager	The Project Manager(s) is responsible for: • Managing the project to completion • Co-developing, managing and maintaining the project plan	1	Experience in large scale project implementations; Understanding of formal project management techniques; Demonstrated

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Co-managing the issue and key decision log with the Contractor's Project Manager • Setting deadlines and evaluating milestones • Assigning customer project responsibilities • Providing project status update to Project Executive Sponsors and Steering Committee members on a regular basis • Escalating issues that may impact the go-live date to the Steering Committee. • Assisting Work Stream Leads as required with project stream activities and deliverables Project Management of all non-Workday components of the Program as follows: • Program costing and reporting for all Customer costs, logistics and Customer resources • Customer stream and project task coordination • Track project issues and risks and assign owners and due dates for resolution • Project Change Management • Managing and controlling all streams and activities of the Project to minimize potential impact to the Workday deployment		ability to facilitate and manage work efforts; Strong written and verbal communication skills; Active listening skills; Ability to anticipate problems and proactively solve them; Decision making ability and authority. Involvement is expected to be consistent throughout all phases of the project.
Work Stream Functional Lead(s)	The Work Stream Lead is responsible for: • Ensuring the system meets the needs of the organization, with	7 – 10	Significant functional and cross-functional area expertise;

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	a prescribed level of decision-making authority related to Workday functional configurations for designated functional areas • Functional area(s) scope on the project • Maintaining awareness and understanding of work stream policies and procedures • Driving all functional/technical decisions for related work stream – and/or escalate to Customer decision makers or Steering Committee to obtain decisions • Contributing and presenting at Customer Confirmation sessions • Gathering requirements from other related functional areas within the organization • Contributing to change management activities • Establishing test scenarios for respective functional area or designate this responsibility to subject matter expert(s) • Working closely with the Customer test manager to ensure test scenarios sufficiently cover all aspects of functionality and timely execution of solution testing • Contributing to and possibly leading user acceptance testing sessions for related functional area(s) • Reviewing all reported defects for respective functional area(s) and approve		Knowledge of organizational policies, procedures, rules, and regulations; Well respected, open minded individual; Written and verbal communication skills; Decision making skills and authority; Analytical and problem-solving skills; Teamwork and collaboration skills. Involvement is expected to be consistent throughout all phases of the project.

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	resolutions unless it needs escalation to the product owner or steering committee • Working in conjunction with the Work Stream Consultant in the configuration of the system and its business processes, and in learning business process configuration (unless delegated) • Completing hands-on activities and training as assigned • Participating in cross-functional discussions with other functional leads • Troubleshooting configuration issues • Collaborating with other functional users to configure the system to be self-sufficient by the start of production dress rehearsal unless delegated otherwise • Interacting with third-party vendors (e.g., integrations) as required • Acting as a single point of contact on the customer side to coordinate integration activities for respective functional area(s) • Acting as a single point of contact on the customer side to coordinate data conversion activities for respective functional area(s) • Providing end user guidance and developing job aids and other training materials unless delegated		

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Assisting in the development and administration of a business process cutover plan • Completing all necessary Workday formal training, unless delegated		
Work Stream Subject Matter Expert(s) SME	The Work Stream SME is responsible for: • Providing specialized knowledge of business processes and department procedures • Providing support to the functional lead in building test scenarios, executing test scenarios, and reporting of test outcomes and related defects • Creation of job aids and other training documentation unless otherwise assigned • Assisting with data conversion validation and integration requirements • Providing end user guidance	7 – 10	Functional area expertise; Detail oriented; Teamwork and collaboration; Written and verbal communication skills. SME's will be involved in initial discovery sessions and should have an awareness of activities included in the **Base Camp** and Plan phases of the project. However, involvement is expected to ramp up during the remaining phases to support design and testing.
Integration Lead	The Integration Lead is responsible for: • Creating an Integrations Strategy document • Creating and/or leveraging an as-is and to-be system landscape diagram • Confirming the integration scope	1	Understanding of software-oriented architecture (SOA); Experience with SOA architecture; Experience with web services technologies (XML, XPath,

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Developing and managing the plan for delivery of integrations. This is co-owned with the Contractor's Integrations lead • Managing delivery of customer owned integrations (if applicable) • Conducting the setup, installation and maintenance of hardware, software and communication networking required for Workday • Managing third-party vendor contacts to support the development, testing, and deployment of Workday integrations • Obtaining approvals for all integration development, testing and deployment activities including third-party vendors • Providing technical requirements for Workday configuration and development activities based on an understanding of technical capabilities • Building integrations and performing smoke testing or assisting developers as needed • Defining and documenting integration testing scenarios or ensuring that developers are providing the necessary information • Assisting in the development of the cutover plan and managing cutover execution activities		XSLT, SOAP, WSDL, XSD, UDDI, etc.); Root cause analysis and problem solving; Exceptional written and verbal communication skills; Knowledge of software development lifecycle; Knowledge of data migration and security concepts; Formal Workday Training; Ability to manage work of others. Involvement is expected to be consistent throughout all phases of the project.

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Providing go-live support • Completing all necessary Workday technical training		
Integration Developer(s)	The Integration Developer is responsible for: • Designing and/or building integrations • Understanding technical capabilities of the product • Interpreting user requirements • Performing smoke testing and providing integration test scenarios • Assisting in the development of an integration cutover plan • Complying with production change control procedures • Completing all necessary Workday technical training	1 – 3	Understanding of SOA; Experience with SOA architecture; Experience with web services technologies (XML, XPath, XSLT, SOAP, WSDL, XSD, UDDI, etc.); Root cause analysis and problem solving; Exceptional written and verbal communication skills; Knowledge of software development lifecycle; Knowledge of data migration and security concepts; Formal Workday Training. The work associated with building integrations typically does not begin until the Architect & Configure phase.
Data Conversion Lead(s)	The Data Conversion Lead is responsible for: • Leading the Customer's data extraction and transformation	1 – 2	Strong knowledge of methods of data extraction; Strong knowledge of

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	activities, including coordinating the loads of Customer Data into the different tenants (tenant builds) • Understanding organizational data requirements • Understanding data conversions technical capabilities • Contributing to and facilitating the design and configuration of data conversion programs • Creating a Data Conversion Strategy document • Mapping customer legacy data as needed • Validating data conversion extract/transformation activities/timings in project plan • Adhering to data privacy policies • Identifying data anomalies • Data confidentiality in all aspects • Assisting in the development and administration of a data conversion cutover plan		organizational data and data uses; Experience with data analysis tools; Written and verbal communication; Root cause analysis and problem solving; Ability to manage work of others. Involvement is expected to be consistent throughout all phases of the project.
Business Process Administrators	The Business Process Administrator is responsible for: • Collaborating with the Work Stream Functional Lead and the Work Stream Consultant on business process configuration with the goal of becoming responsible for the coordination and configuration of business processes for	Dependent on how many areas one BPA can support	Experience in gathering business requirements and designing solutions; Familiar with functional area business needs; Strong written and verbal communication skills; Formal

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	respective area(s) in production • Understanding functional area business needs • Gathering and documenting user business requirements • Participating in cross-functional discussions • Troubleshooting configuration issues and providing solutions • Assisting in the development and administration of a business process cutover plan • Completing all necessary Workday training.		Workday training; Root cause analysis and problem solving. Business process administrator work becomes more significant in the Architect & Configure phase and continues throughout the remainder of the project.
Reporting Lead	The Reporting Lead is responsible for: • Managing functional and technical reporting activities • Understanding Workday data sources and business objects • Developing and ensuring adherence to reporting standards by all report writers • Creating and maintaining a list of reports to be developed that require custom development, as a Workday standard report does not exist • Understanding the technical capabilities necessary for report writing • Ensuring procedures are followed and all reports are tested, validated, and approved prior to distribution • Interpreting user reporting requirements and/or building reports and associated smoke testing	1	Familiar with data needs of functional areas; Experience in business requirement gathering and report design; Knowledge of functional area Workday data sources; Written and oral communication skills; Formal Workday training; Ability to manage work of others. Involvement is expected to be consistent throughout all phases of the project.

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Troubleshooting configuration issues and recommending solutions • Completing all necessary Workday training		
Report Writer	The Report Writer is responsible for: • Following all report development standards • Interpreting user reporting requirements, designing, and building reports and performing smoke testing • Troubleshooting configuration issues and recommending solutions • Completing all necessary Workday report writer training.	1 – 2	Familiar with data needs of functional areas; Experience in business requirement gathering and report design; Knowledge of functional area Workday data sources; Written and oral communication skills; Formal Workday training. The work associated with building reports typically does not begin until the Architect & Configure phase.
Organizational Change Management Lead	The Change Management Lead is responsible for: • Managing and ownership of the change management program • Utilizing change management tools and templates to lead the change management program • Facilitating project and end user adoption of Workday within the Customer's user community, including communication and training	1	Working knowledge of change management methods and processes; Exceptional written and verbal communication skills; Excellent active listening skills; Ability to articulate

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Communicating the project enterprise-wide • Developing training strategies and plans • Ensuring the Customer's users are ready and willing to adopt the Workday Service upon deployment of the new system		messaging; Business relationship management experience; Ability to influence and motivate others; Flexibility and adaptability; Problem solving skills; Teamwork and collaboration. Involvement is expected to be consistent throughout all phases of the project.
Change Agents	The Change Agent(s) are responsible for: • Supporting the execution of the change management plan • Representing for an assigned area(s) of the organization.	1 – 3	Organizational knowledge and experience; Ability to promote open communication; Effective listening skills; Flexible and supportive, open to change; Trusted individual with ability to form relationships. Involvement is expected to be consistent throughout all phases of the project.
Training Lead(s)	• Other individuals, in addition to the customer change lead, who could be included within	1 – 3	Exceptional written and verbal communications;

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	the change management team to support communications, training and engagement delivery and/or development. Responsible for ensuring all training standards are being followed, designing and developing training material, and providing guidance and supervision to other trainers.		Well versed in training methods and delivery modes; Knowledge of functional area business processes; Patience and enthusiasm; Excellent active listening skills; Analytical skills; Customer service skills; Strong organizational skills. Involvement is expected to increase in the testing and deployment phases of the deployment.
Testing Lead(s)/Quality Assurance Analyst	The Testing Lead is responsible for: • Defining the Test Strategy (including any separate parallel strategies – e.g., payroll, entry/exit and go/no go criteria, resource, and logistics plan, etc.) • Establishing tools/repositories for storage, tracking & execution of test scenarios • Ensuring the collection of test data necessary for measurement purposes • Measuring success rates of testing, testing outcomes, and defect resolution, and ensuring quality standards for the tests and results are met	1	Working knowledge of software test life cycle; Strong organizational skills; Detail oriented; Excellent written and verbal communication skills; Collaborative; Analytical skills; Ability to manage the work of others. Involvement is expected to increase in later end of the

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	• Establishing Test Stage reports • Managing the Test Plan (or test activities in the overall project plan)		Architect and Configure phase and reach a peak during testing.
Security Administrator	The Security Administrator is responsible for: • Security configuration of the entire Workday system which provides secure access to critical systems and data • Establishing security procedures • Troubleshooting configuration issues and recommending solutions • Creating and maintaining system roles and security groups utilized by the Customer • Determining what roles employees will be granted in the Workday Service • Performing periodic audits to ensure users are regularly reviewed • Providing guidance on system security capabilities • Provisioning of new users (i.e., granting access to tenant for those beyond deployment consultants) • Completing all required Workday security training.	1	Experience in security setup and administration; Knowledge of organizational hierarchies, roles, and responsibilities; Written and oral communication skills; Root cause analysis and problem-solving skills; Formal Workday training. Security administrator work becomes more significant in the Architect & Configure phase and continues throughout the remainder of the project.
Agency/Department Liaison(s)	This role is dependent on how many agencies/departments exist at the organization and whether each agency requires a representative. Responsibilities include providing user requirements based on a	Dependent on how many Agencies and whether each agency requires a representative	Knowledge of Agency business needs, policies, procedures, rules, and regulations; Decision making skills and

The State Role	Description	Estimated Number of Individuals Required for Role	Comments
	thorough understanding of agency policies and procedures, participating in cross-functional discussions, developing agency specific test scenarios, testing execution, and reporting testing outcomes and defects.		authority; Written and oral communication skills; Collaborative, flexible and adaptable. Involvement is expected to be consistent throughout all phases of the project.
Communication Lead	Other individuals, in addition to the customer change lead, who could be included within the change management team to support communications.	1	Confident communication style; Experience as a communications lead; Experience in promotional activities; Ability to design engaging communications; Highly creative. Involvement is expected to be consistent throughout all phases of the project.

Contractor Project Manager will provide templates for deliverables and utilize CAMPSite (Confluence/Jira) to manage the project activities. Deliverable expectation documents for the deliverables in each stage will be reviewed with the State Project Manager prior to each stage of the project. The State Project Manager shall be responsible for the review and acceptance of project management documentation.

Contractor's Project Manager shall assist the State's Project Manager (upon request) in creating materials for periodic presentations to State project sponsors and key stakeholders. Contractor's

Project Manager may be required to present information to, and answer questions from, State stakeholders at these presentations.

6.1.3 Project Management and Support

The Contractor will apply PMI (Project Management Institute's PMBOK) principles to confirm on-time and within-budget delivery of the Solution, while meeting all of the Requirements in this Contract. The Contractor will leverage the GH+ Workday Methodology. This methodology utilizes templates, methods and scripts that are tailored for public sector Workday deployments and will be adapted for the State for each phase of the Project. This methodology combines the Contractor's proprietary Base Camp stage of the deployment with Workday's Deployment Methodology of Plan, Architect & Configure, Test and Deploy stages. The Contractor utilizes Jira functionality within CAMPSite, a tool which enables a project team to collaborate, manage, and report on work in real time.

6.1.4 Steering Committee

The Steering Committee provides overall governance for the deploymen, as defined in the Governance deliverable.

Responsibilities include:

- Defining and maintaining a set of project "Guiding Principles" or "Vision and Goals"
- Ensuring alignment with business objectives
- Monitoring project financials
- Reviewing risk mitigation plans and ensuring the timely resolution of all issues; including taking ownership to manage operational and organizational issues and risks through closure
- Reviewing and approving change requests that impact budget, scope or schedule

The Steering Committee will meet on a regular basis and be comprised of State's Executive Sponsor(s), State's Executive Steering Committee team, State's Project Manager, Contractor Engagement Partner, Contractor Engagement Director, Contractor Project Manager, Workday Managing Partner, Workday Project Director, and Workday Delivery Assurance Manager.

6.1.5 Key Project Staff

Contractor will perform and support the Services consistent with this Contract and the Solution Requirements. Contractor Personnel will be properly educated, trained and qualified for the Services they are to perform and Contractor will put appropriate training in place to meet initial and ongoing training requirements of Contractor Personnel assigned to perform Services.

(a) Contractor shall be responsible, at its own cost and expense, for any and all recruitment, hiring, Contractor-specific training, education and orientation for all Contractor Personnel assigned or to be assigned to perform Services or support the Requirements.

(b) All Contractor Personnel, in addition to any Contractor security policies and procedures, shall be required to comply with the security requirements in this Contract.

(c) Contractor shall conduct its hiring process in compliance with all applicable Federal and State laws to include, but not be limited to, anti-discrimination laws.

(i) **Eligibility for Employment:** Contractor shall verify that all prospective employees are eligible for employment in the United States.

(ii) **Criminal Records:** Contractor or an agent of Contractor shall perform criminal background checks on all prospective employees utilizing a national criminal database acceptable to the State. Before any Contractor Personnel begin work on the Services x) such background check shall have returned a "no record" result or, y) to the extent that the result revealed that a felony record or records exist for a given individual, the associated conviction(s) shall be unrelated to the work to be performed as specified under the Equal Employment Opportunities Commission's EEOC Enforcement Guidance regarding the employment of convicted felons issued April 25, 2012. Contractor shall provide the State with notice of proposed Contractor Personnel with felony or misdemeanor convictions that involve a crime against a person; a crime involving the use or misuse of computer network; a crime involving weapons, explosives or arson; a crime involving trade secret/proprietary information; a crime involving theft, dishonesty, embezzlement, breach of fiduciary duty, identity theft, or other financial-related crimes; a felony conviction for drug possession; or a crime involving the distribution or trafficking of illegal drugs and/or controlled substances.

(d) All Contractor Personnel providing or assigned to provide Services or otherwise in a position to obtain or have access to State Information, shall execute a non-disclosure agreement in a form acceptable to the State.

(e) The timing for transfer, reassignment or replacement of Contractor Personnel will be coordinated with requirements for timing and other elements of the Services so as to maintain continuity in the performance of the Services and avoid interruption or disruption to the Services or any failures to maintain Service Levels.

Contractor shall assign the following Contractor staff ("Key Project Staff"), to meet the Requirements of this Contract:

Project Role	FTE Percentage
Engagement Partner	.05
Engagement Director	.20
Quality Lead	.05
Project Manager	1
HCM Architect	.50
HCM & Compensation Lead	1
Payroll & Time Tracking Lead	1
Recruiting, Talent & Performance Lead	1
Benefits & Absence Lead	.50
People Experience Lead	.25
Financial Solution Architect	.50

Project Role	FTE Percentage
FDM Financial Accounting, Budgets	1
Banking, Expenses, & Business Assets Lead	.50
Customer Accounts, Projects & Grants Lead	1
Procurement, Supplier Accounts, & Inventory Lead	1
Technical Lead	.25
Reporting & Analytics Lead	.50
Data Conversion Lead	.50
Integration Lead	.50
Adaptive Planning Lead	.70
Change Management & Training Lead	1

Contractor will cause the Contractor Personnel filling the Key Project Staff positions to devote dedicated effort to the provision of the Services and the achievement of Service Levels required for the Services, unless a lesser allocation during certain Project Phases may be agreed in writing. All key stakeholders will be maintained in the stakeholder register.

6.1.6 Key Project Staff Changes

Contractor shall not change the project assignment of resources identified as Key Project Staff (Table 6.1.4.1) for the period of project implementation. Contractor shall not change members of Key Project Staff without providing the State written justification, a comprehensive transition plan and obtaining prior written approval of the State. State approvals for replacement of Key Project Staff will not be unreasonably withheld.

The replacement of Key Project Staff shall have comparable or greater skills and applied experience than being replaced and be subject to reference and background checks described above. If Contractor removes Key Project Staff for any reason without the State's approval, Contractor agrees to replace the new Key Project Staff member if performance is unacceptable to State and provide the first thirty (30) days of a replacement resource with substantially similar equivalent skill at no charge.

Notwithstanding the foregoing, the State acknowledges that Key Project Staff may become unavailable due to termination of employment for any reason, through disability or death, illness, or through leave of absence such as FMLA or National Guard duty. In such circumstances, Contractor shall promptly notify the State in writing of the impending or actual departure of any Key Personnel and of the qualifications and identity of proposed replacement Key Project Staff. The State has the right to reasonably disapprove of any replacement Key Project Staff.

6.1.7 Control Of Contractor Personnel

Contractor shall be fully responsible for the management, compensation, and performance of all Contractor Personnel, and the filing of any and all returns and reports and the withholding and/or payment of all applicable federal, State, and local wage tax, or employment-related taxes, including, but not limited to, income taxes, gross receipt taxes, taxes measured by income, social security taxes, and unemployment taxes for Contractor and Contractor's employees. Notwithstanding the foregoing, Contractor's employees shall adhere to the State's policies and procedures, of which Contractor is made aware while on State Premises, and shall behave and perform in a professional manner. The State, may, in its reasonable discretion, require Contractor to replace any Contractor Personnel, including but not limited to Key Project Staff, working hereunder who does not adhere to, behave, and perform consistent with the State's policies and procedures, or otherwise engages in unprofessional or unethical conduct, or abuses any illegal substance or alcohol, or engages in illegal activities or consistently underperforms. The State shall provide written notice to Contractor of the requirement of replacement, or with whom there are irresolvable personality conflicts. Contractor shall use reasonable efforts to promptly and expeditiously replace Key Project Staff and replace all other personnel within fifteen (15) business days of receipt of the written notice unless otherwise mutually agreed. The State's right to request replacement of Contractor personnel hereunder relates solely to the removal of individuals from work on this Contract with the State and does not create an employment relationship. Nothing in this Contract authorizes the State to direct the Contractor's termination of the employment of any individual.

6.1.8 Contractor Third Party Contracts

The State acknowledges and understands that Contractor will enter into third party contracts with the following Contractor subcontractors: (i) International Business Machines, Corp. for Workday Implementation Services; for the performance of Services hereunder. Contractor shall deliver a copy of all such third party contracts to the State for review upon request. The State hereby consents to the use by Contractor of these subcontractors, provided however that any such consent is not deemed acceptance of the terms of any subcontracts by the State.

6.1.9 Project Assumptions

High-level, overall project assumptions are listed below which provide scope guidelines for the project. Detailed information for Functional and Technical Assumptions are laid out in the following sections 6.1.9.1 and 6.1.9.2 respectively.

6.1.9.1 Functional Assumptions

Area	Summary	Description
Project	Travel	Most of our services will be delivered remotely consistent with a software as a service (SaaS) delivery model. Our fixed fee price includes consultant travel expenses for key milestone activities within each deployment stage.
Project	Third Party Vendors	Third party vendors and the State resources supporting in-scope integrations will be engaged and available for the project duration.
Project	The State Resources	Project teams will be identified and will be readily available to participate in project initiatives. The State will have sufficient resources allocated to the project.

Area	Summary	Description
Project	The State Resources	The State project staff will have the authority, competency, and organizational knowledge to successfully make decisions surrounding configuration and business process flows.
Project	Timeline	The timeline to deploy with this scope is defined in Section 7.2.6. If material changes are made to scope where scope is increased significantly, or resources where number of resources or level of commitment is reduced significantly, the timeline may change to accommodate.
Post-production Support	The State Support Organization	The State has an internal organizational support model that can be leveraged for Workday. The State's internal issue reporting, tracking, escalation, and change control processes will be operational at Workday go live.
Contracting	Contracts	All licensing, payments, and agreements for products and services (Delivery Assurance and Project Team Training) provided by Workday will be contracted and paid directly through Workday.

6.1.9.2 Technical Assumptions

Customizations are not permitted for Workday applications and therefore not scoped. Contractor's objective is to help State streamline the business processes and implement the standard process flows built into the Workday applications. This may require changes in State's current business processes and operating procedures.

Integration Assumptions

- State will be responsible for developing or contracting directly with the third parties for any programs required to extract the data from the current system or other third-party systems in the required format and any programs required to update State's third-party system with data from the Workday application.
- State shall be responsible for any required coordination, customizations to and ongoing maintenance of non-Workday legacy systems and third parties.
- State will attend Workday technical training and will participate in integration discovery and design workshops.
- Contractor's integration estimate was based on the interface list provided by State.

Data Conversion Assumptions

Contractor will perform three (3) data loads for each phase of the project. A "data load" is defined as a series of steps and events at established points within the project methodology. Each data load may require multiple attempts based on data quality and successful loading. Additional data loads will require additional effort and will be handled via the Change Order Process.

- Each data load creates a prototype tenant:
  – Foundation Tenant (Built upon via Worksets)
  – End-to-End Tenant

  - Payroll Parallel Tenant (During Phase 1 only)

– Gold -Pre-Production Tenant

- Contractor will provide a data loading template that State will populate with their extracted and transformed data (the "Data Gathering Workbook"). The Contractor Data Conversion Consultants will use the completed templates to load the data into the Workday tenant. It is the responsibility of State to provide clean and complete data based on the template requirements. State is responsible for resolution of discrepancies in the content of the data it provides. Contractor will not perform data cleansing or verification activities under this SOW.
- For each of the tenant builds above, State will be allowed an estimated three (3) attempts to deliver data in the proper format that can be loaded into the tenant error-free by the data workbook deadlines. For the final Gold - Production Build, State will have one attempt to deliver data conversion file error free by the data workbook deadline.
- State is responsible for extracting data from the legacy system(s) and provide in the defined format to Contractor.
- State is responsible for ensuring the data is cleansed and duplicate values are removed.
- Once the data is loaded, State is responsible for verifying the accuracy of the data that is loaded into the Workday service and to provide corrected data where required.
- State will establish and host their own secure file transfer protocol (SFTP) to use in the transfer of any PII data and for the use of data conversions.

6.2 PROJECT PLANNING

The State and Contractor Project Managers will arrange for kick-off dates and procedures for managing the project – such as reporting status and resolving issues. This will provide an opportunity to introduce all key members of the project teams and walk through the project management plan and key milestones.

6.2.1 Meeting Protocols

For regular weekly project status meetings, Contractor's Project Manager shall provide a meeting agenda and any handouts at least one business day in advance of the scheduled meeting.

For project meetings cited in Section 7.2, the Contractor's Project Manager shall provide any handouts at least two business days in advance of the scheduled meeting.

6.2.2 Project Document Storage

The Contractor will establish a SharePoint site, or some other collaboration mechanism, that is accessible to the Contractor and the State. This will provide a common area for Contractor's project documents, artifacts, and deliverables. Access to all SharePoint sites (or other medium of collaboration) and all project material contained therein shall be available for download by the State upon completion of the project and a period of 1 year following go-live. Regardless of document and artifact storage tool, the State retains ownership of all data related to the project.

6.2.3 Status Reports

Contractor's Project Manager shall provide project documentation and collaboration to meet the State's vendor reporting requirements. If requested, the Contractor shall use the State's Status

Report template. If no template is provided to the Contractor, the status information shall include, at a minimum: all planned tasks accomplished for the reporting period planned tasks that are incomplete, or behind schedule in the previous week (with reasons given for those behind schedule); all tasks planned for the upcoming two weeks; an updated status of tasks (entered into the Master Project Work Plan and attached to the status report – e.g., percent completed, resources assigned to tasks, etc.); and the status of any corrective actions undertaken. The report will also contain items such as the current status of the project's technical progress and contractual obligations; achievements to date; risk management activities; unresolved issues; requirements to resolve unresolved issues; action items; problems; installation and maintenance results; and significant changes to Contractor's organization or method of operation, to the project management team, or to the deliverable schedule, where applicable. For all project services performed on a time and materials basis, as provided herein, the Contractor shall also provide details on staff hours, cost per activity, all expenditures and a summary of services performed for the reporting period.

The State Project Manager and Contractor's Project Manager will come to agreement on the exact format of the project documentation and collaboration reports, at or before the project kick-off meeting.

Each report shall include a project dashboard at the top outlining the overall status of the project in terms of the standard triple constraint: cost, time, resources (using a legend or icon of green, yellow, and red based upon the following definitions):

- Green – on track to deliver committed scope by committed deadline with committed resources/funding.
- Yellow – not on track to deliver committed scope by committed deadline with committed resources/funding, but have a plan to get back to green.
- Red – not on track and currently do not have a plan to get back to green. Need project management intervention or assistance.

In the event of yellow or red overall project status, there should be a specific task(s) and/or issue(s) identified as yellow or red which are the root cause of the overall project status being yellow or red. These items shall be presented in sufficient detail to determine the root-cause. The Status Report shall provide a link to the Risks and Issues Log for more detail.

The report shall include a budget section outlining original contract costs by deliverable with billed and paid-to-date information by deliverable and in total.

6.3 IMPLEMENTATION MASTER SCHEDULE

The Contractor has compiled a preliminary "baseline" implementation master schedule ("IMS") using the best available inknowledge at the time of Contract signing which is attached to this Attachment A as Exhibit 2. The Contractor shall update the IMS after execution of this Contract during the Project Development as required pursuant to the terms herein (e.g., updated tasks and task descriptions, updated meeting dates, updated resource assignments, updated milestone dates). Any such changes shall be communicated in writing by the Contractor to the State Contract Manager by executing a new or revised IMS or other documentation acceptable to the State. Such changes are subject to State review and approval. The parties shall work together to implement the IMS changes in accordance with the terms of this Contract; provided, however, in no event shall revisions to the IMS be deemed to amend this Contract. Changes to project scope, term or maximum amount shall require a Contract amendment.

The IMS is an ongoing tool for anticipating and tracking changes to expectations for all project tasks, deliverables and milestones. The complete IMS is an integrated plan – that is, it includes actions and deliverables from all project areas – both Contractor and State. The complete IMS will be completed during the Plan stage, which includes the detailed tasks and milestones, shall reside in CAMPSite (JIRA) and can be exported to Microsoft Project (.mpp) format (Version 2007 or higher) or other exportable Gantt or timeline format and will be shared in the ongoing communication meetings to discuss changes. State shall sign off on all deliverables from each Phase of the IMS before subsequent phase work is initiated. Once sign off is complete, Contractor and State will assess readiness to proceed with next phase.

7.0 SCOPE OF SERVICES.

7.1 DESCRIPTION OF SERVICES

Contractor agrees to provide and shall perform the Services described herein in accordance with and subject to the terms and conditions set forth in this Contract.

7.2 METHODOLOGY

The Contractor will leverage the GH+ Workday Methodology. This methodology utilizes templates, methods and scripts that are specific for public sector Workday deployments and will be adapted for the State for each phase of the Project. This methodology combines the Contractor's proprietary Base Camp stage of the deployment with Workday's Deployment Methodology of Plan, Architect & Configure, Test and Deploy stages.

The following is a graphical view of the overall methodology.

The following describes the various stages as part of the GH+ Workday methodology. Deliverables and their owners are listed for each stage. The Primary Owner is accountable for the deliverable. The Secondary Owner works with the Primary Owner to achieve successful completion of the deliverable but is not responsible for producing/executing the resulting deliverable.

<u>Description/meaning of the responsibility levels</u>

Primary Owner	The party that is responsible for performing the majority of the work with assistance from the counterpart.
Secondary Owner	The party supports creating part of the Deliverable or assists in performing the activity with their Lead counterpart.
Shared	The parties shall share responsibilities for performing tasks and work.

7.2.1 Stage 0: Base Camp

The Base Camp stage will enable the Contractor's professionals to collaborate with the State project team early in your Workday project. Through several workshops dedicated to process discovery, technology enablement, and organization readiness, our team documents where and how the current actions within your existing processes align to or differ from various leading practices we have identified working with similar public sector organizations.

The table below presents the deliverables for this stage:

Section #	Deliverable	Output	Contractor Responsibilities	State Responsibilities
2.1.1.1	Project Kick-off, Framework and Process Discovery Workshops	Kick-off project, demonstrate and document Workday leading practices of key business processes and discover differences in State processes including Workday Foundation Data Model Sessions. Deliverable format: Meetings held with agenda, handouts, and notes provided.	Primary Owner Functional and Technical Teams • Documents where and how the current actions within the State's existing processes align to or differ from various leading practices within Workday	Secondary Owner Functional Leads / Functional SMEs • Understand current-state processes and develop a future-state roadmap, along with identifying Business Process improvement plans and Key Performance Indicators (KPIs).
2.1.1.2	Role Assignments and Skills Matrix	Identify all project roles and resources assigned to project roles that are needed throughout the lifecycle of the implementation based on Workday methodology, assess availability, and assign project roles. Deliverable format: Excel spreadsheet	Primary Owner Project Manager • Provide information regarding each role and the responsibility for each role.	Secondary Owner Project Manager • Identify resources to roles based on skill sets for proposed project team.
2.1.1.3	The State Project Team Training Plan	Plan outlining Workday training assignments for project team members.	Primary Owner Project Manager • Provide training plan with specific	Secondary Owner Project Manager • Review training curriculum/plan

Section #	Deliverable	Output	Contractor Responsibilities	State Responsibilities
		Deliverable format: Excel spreadsheet	curriculum based on project scope. • Identify core Product Training sessions to attend • Confirm Customer Project Manager Training • Confirm Customer completes fundamentals training	• Identify project team members that will attend training programs • Identify project team members that will require access to Workday Community • Complete Workday Customer PM training • Schedule, register for and attend Workday training classes
2.1.1.4	Solution Vision	Vision Sessions Align a clear vision to the execution of the project. Prepare entire project team for alignment on the journey ahead. Define overarching State long-term vision for project. Deliverable format: Word or PowerPoint based on the State's preference	Primary Owner Change Management Lead • Facilitate visioning sessions. • Provide final Vision Statement document to be reviewed and approved by the State.	Secondary Owner Change Management Lead, Executive Sponsors • Project leadership will participate in visioning sessions, provide feedback, and make decisions on final project vision.
2.1.1.6	Integration Strategy and Inventory	A detailed discovery session, diving into current integration landscape for all in-scope interfaces to create a detailed list of integrations related to the areas that may interface with Workday.	Primary Owner Integration Lead • Provide initial integration list and additional context/information to shape complete list of integrations.	Secondary Owner Integration Lead • Review document and provide insight to vendors, current systems, and data transfer processes.

Section #	Deliverable	Output	Contractor Responsibilities	State Responsibilities
		Define approach for and final scope of integrations. Deliverable format: Integrations listing within Word and Excel. Integrations list will be loaded in CAMPSite for tracking design, build, and test processes.		
2.1.1.7	Data Conversion Strategy	Document outlining the complete data extraction, load, and transformation process required throughout the project. Data Gathering Workshops will be held to customize and explain the standard data gathering workbooks based on objects that are in or out of scope. The State will populate these workbooks after the sessions with assistance from the Contractor. Deliverable format: Word document	Primary Owner Data Lead • Construct the data conversion strategy based on Workday methodology and best practices and assure that the State specific needs are addressed within strategy.	Secondary Owner Data Lead • Review document and provide insight to Legacy system and current data transfer processes.

Section #	Deliverable	Output	Contractor Responsibilities	State Responsibilities
2.1.1.8	Reporting and Analytics Strategy	Meeting to discuss Workday reporting capabilities and conduct the Data & Reporting Maturity Assessment. Deliverable format: Meetings held with agendas, handouts, and notes provided.	Primary Owner Reporting Lead • Provide initial reporting list and additional context/information to shape complete list of reports.	Secondary Owner Reporting Lead • Review document and provide insight to vendors, current systems, and data transfer processes.
2.1.1.9	Delta Review Summary Presentation	Documentation of where and how the current actions within the State's existing processes align to or differ from various leading practices. These differences – or Deltas – will be combined into a comprehensive presentation and reviewed with the project team during the Baseline Process Delta Review meeting. Deliverable format: PowerPoint presentation	Primary Owner Functional and Technical Leads • Capturing discovery items throughout base camp sessions and comparing current practices to best practices within Workday. The Contractor will summarize this comparison and present findings to the State's team.	Secondary Owner Functional and Technical Leads • Participating in appropriate base camp sessions and providing responses throughout discovery.

7.2.2 7.2.2 Stage 1: Plan

In the Plan stage, project management processes and controls will be defined. In collaboration with the State, we will confirm that our plan and approach are aligned with the State goals and objectives. We will meet with project stakeholders, review necessary documentation and materials, and further define the oversight, project goals and timeline. At the end of the Plan stage, we expect to solidify and refine the project plan, create status reporting processes and templates, define the project governance structure, and conduct the project kick-off meeting.

The table below presents the deliverables for this stage:

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.2.1	Project Organization Chart	A chart depicting the hierarchical structure of the project team inclusive of both the State and Contractor project team members. Deliverable format: PowerPoint slide with Visio organization chart	Primary Owner Project Manager • Evaluate current organizational structure and make recommendations for best structure for implementation success.	Secondary Owner Project Manager • Need to understand who is authorized make decisions on the team, roles and responsibilities, and when to escalate decisions to a higher level.
3.1.2.2	Project Plan	Update standard Project Plan for the State specific timing and full scope. Baseline Schedule and Work Breakdown Structure Deliverable format: Project Plan in CAMPSite with the ability to export to PDF, .xls, or .csv.	Primary Owner Project Manager • Provide initial project plan with deliverables and milestones • Review and refine the project plan	Secondary Owner Project Manager • Update initial project plan with Customer deliverables and milestones including external dependencies • Review and refine the project plan
3.1.2.3	Project Charter	Workshops designed to define the Project Charter. This will be a co-creation experience with the Project Team, the Executive Sponsors, and representatives from key departments. The workshops will incorporate principles of design thinking to come to a collaborative and mutually agreed upon outcomes.	Primary Owner Project Manager • Conduct interviews and workshops with select stakeholders from the Project, Executive Sponsors, and key Departments	Secondary Owner Project Manager • Review project charter. • Provide input as needed. • Begin to finalize resources, roles and responsibilities for the Customer project team • Identify Executive Sponsor members

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Project Charter documents: • Defined Project Goals • Success Metrics • Governing Principles • Governance/decision making model Deliverable format: Word document		
3.1.2.4	Value Drivers Key Performance Indicators (KPIs)	A list of agreed upon Key Performance Indicators to be developed and delivered at deployment. These identified KPI's will be the result of Base Camp processes to identify value drivers for the State and measurable indicators through KPI's. Deliverable format: CAMPSite	Primary Owner Project Manager • Work with the State to identify target goals for each KPI	Secondary Owner Project Manager • Work with the Contractor's team to identify the current state value for each KPI
3.1.2.5	Decision Authority Matrix	A matrix depicting project stakeholders and escalation process for key decisions needing to be made. Deliverable format: Excel spreadsheet	Primary Owner Project Manager • Document the decision matrix and monitor compliance	Secondary Owner Project Manager • Identify the appropriate approvals required and gain agreement with all parties within the State team
3.1.2.6	Risk and Issue Management Plan	Document showing the process for identifying, logging, monitoring, and resolving risks and issues for a project.	Primary Owner Project Manager • Lead the development of this document	Secondary Owner Project Manager • Assist with the refinement and documenting of the process

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Initial Risk Assessment completed. Deliverable format: CAMPSite		
3.1.2.7	Weekly Status Report	Status reports strategy for all levels of project hierarchy Deliverable format: CAMPSite	Primary Owner Project Manager • Provide a weekly report and support a monthly report to the Steering Committee	Secondary Owner Project Manager • Participate in review and provide information
3.1.2.9	Delivery Assurance Overview	Discuss the Delivery Assurance activities that will occur throughout the project and understand the role Workday Delivery Assurance plays in the overall project approach. Deliverable format: Meeting held with handouts, agendas, and notes.	Primary Owner Project Manager	Secondary Owner Project Manager
3.1.2.10	Organizational Change Management Strategy	Develop comprehensive change management plan, including subplans for communications, training, and leadership actions. Provide a plan for change management throughout the life of the project. Includes change management overall strategy and plan, Communications Plan,	Primary Owner Change Management Lead • Provide a plan for change management throughout the life of the project to be reviewed and approved by the State	Secondary Owner Change Management Lead • Participate in interviews to provide information and input to Change Management Lead that will be used to complete the Plan

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		and Leadership Action Plan. Deliverable format: CAMPSite		
3.1.2.11	Communication Plan	A strategy utilized to keep internal and external stakeholders informed. Deliverable format: CAMPSite	Primary Owner Project Manager • Provide a plan for communications throughout the life of the project to be reviewed and approved by the State	Secondary Owner Project Manager • Participate in interviews to provide information and input to Change Management Lead that will be used to complete the Plan
3.1.2.12	Tenant Strategy	Document and confirm tenant strategy for creation, timeline management, maintenance, and purpose. Deliverable format: CAMPSite	Primary Owner Project Manager • Document the use of various tenants throughout the project, their purpose and planned life of each tenant • Responsible for the completion of the deliverable	Secondary Owner Project Manager • Review and communicate the planned tenant deployments
3.1.2.13	Foundation Tenant Build	Load the State's data to Workday Foundation tenant. Validate that initial data and configuration in the Foundation tenant will support design sessions in the Architect and Configure stage. Deliverable format: Tenant is delivered to the State with the State accounts provisioned.	Primary Owner Functional and Technical Teams • Review completed foundation tenant build checklist. • Conduct configuration smoke testing of tenant. • Data validation errors that were not resolved are documented by both Vendor and the State's data leads to	Secondary Owner Functional and Technical Teams • Review completed foundation tenant build checklist. • Conduct data validation of tenant.

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Tenant build checklist is completed. Completed smoke testing and data validation is tracked in CAMPSite.	address prior to next build.	
3.1.2.14	Testing Strategy	Define approach for testing application functionality, integration, data conversions, and reports. Deliverable format: CAMPSite downloadable to Word or PDF	Primary Owner Project Manager • Strategy covers each cycle of the project's testing and defines the elements and processes to be utilized • Responsible for the completion of the deliverables	Secondary Owner Project Manager, Test Lead • Contribute and assist the vendor Project Manager
3.1.2.15	Integration Inventory - updated	Contact third party vendors from the integration inventory to convey project intent, timelines and expectations. Deliverable format: Updated integration inventory in CAMPSite	Secondary Owner Technical Team	Primary Owner Functional Leads / Functional SMEs

7.2.3 Stage 2: Architect & Configure

This stage enables the State and Contractor team to align on a common understanding of business requirements and processes. We will conduct a series of workshops at this stage which focus on Design, specifically:

- Configuration Design. We will work with the State to design the foundational and the organization components of the Workday solution.
- Business Process Design. We will work with the State to make revisions as necessary.
- Integration & Report Design. Integrations and reports identified as in scope for the project will be reviewed and designed for Workday.

Following Design, the Contractor will complete the configuration of the Workday solution based on the business process design, configuration analysis and integration design from the architect process. Configurations are completed, data conversion for set up is executed, integration configuration is finalized, and the tenant is prepared for the subsequent testing stages. We will guide the State through the following critical activities:

- Customer Confirmation Sessions are conducted.
- Integrations identified in the previous stage are developed; and
- Unit testing is completed for configurations and integrations.

The table below presents the deliverables for this stage:

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.3.1	Architect and Configuration Documents	Use Workday Methodology to design and configure sections of functionality in Workday called "Worksets" and update A&C Documents. Deliverable format: Configuration decisions will be captured in excel configuration workbooks. Business Process decisions will be captured in excel business process workbooks.	Primary Owner Functional and Technical Teams • Schedule Design Sessions. • Provide agenda and meeting objectives for each Workshop. Facilitate/conduct design sessions. • Provide presentations after completion of design sessions with meeting notes. • Provide templates of configuration workbooks and business process workbooks in advance of each of the design sessions. • Document Design decisions in the configuration workbooks and business process workbooks. • Facilitate/conduct design follow up sessions for areas requiring additional	Secondary Owner Functional Leads / Functional SMEs • Identify key stakeholder groups to participate in design workshops. • Organize/schedule stakeholder engagement to participate in design sessions. • Attend and participate in design sessions and follow up design session events

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
			detail.	
3.1.3.2	Architect and Configure Tenant Build	Using Foundation Tenant as basis. Validation and sign-off can happen through CAMPSite. Deliverable format: Tenant is delivered to the State with State accounts provisioned. Tenant build checklist is completed. Completed smoke testing and data validation is tracked in CAMPSite.	Primary Owner Functional and Technical Teams • Compile tenant build checklist reflecting Worksets A, B, C. • Complete tenant build. • Conduct configuration smoke testing of tenant.	Secondary Owner Functional and Technical Teams • Update configuration workbooks where applicable. • Prepare data conversion worksheets and provide data to Vendor. • Validate tenant build including configuration and data conversion.
3.1.3.3	Customer Confirmation Sessions	Presentation of key business process workflow by the State project team to the State stakeholder community with the Contractor support and guidance. Deliverable format: Meetings held for each functional area with handouts, agendas, and meeting notes.	Primary Owner Functional and Technical Teams • Provide sample slide presentations. • Support creation of presentation and demo scripts. • Support the State in the delivery of the sessions. Completion of follow up actions including requirements updates and configuration updates.	Secondary Owner Functional Leads / Functional SMEs • Prepare customer confirmation session presentations and demo scripts. • Prepare transactional data for use in sessions. Lead customer confirmation sessions. • Completion of follow up actions and updates to requirements and configuration workbooks.

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
				Confirm design decision by actively processing transactions in Workday tenant during these sessions
3.1.3.4	Configuration Unit Test Plan	Describes the testing approach, including test activities for each phase of testing and roles and responsibilities. Deliverable format: Powerpoint presentation	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads / Functional SMEs
3.1.3.5	Knowledge Transfer Workshops: Configuration and Troubleshooting	Walk the State team through configuration tasks and first-level troubleshooting skills of real and/or potential issues to further solidify the learning and team skillset. Deliverable format: Meetings held with handouts, agendas, and meeting notes.	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads / Functional SMEs
3.1.3.6	Configuration Unit Testing	Complete Unit Testing based on standard Unit Test scenarios that are adapted for State-specific business rules. A comprehensive package of Test Scenarios/Scripts to	Shared Ownership Functional and Technical Teams • Support State development of unit test scenarios. • Confirm the State has appropriate	Shared Ownership Test Lead and Functional Leads / Functional SMEs • Development of unit test scenarios with SMEs. • Identify Test Lead to

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		be used by the State for various phases of testing. These should be indexed by department or centralized function for ease of coordinating testing across the State. Review of design and unit test results to confirm functionality, is working as designed, and can proceed to next round of testing. Deliverable format: Functional Unit Test scenarios will be in CAMPSite	understanding of configuration and business processes to complete testing. • Support the State's unit testing of configuration by participating in daily standups and testing sessions. • Resolve configuration issues identified in failed tests.	oversee testing activities and track progress. • Schedule testing activities, inform project team, and forecast burndown chart with appropriate business/departmental representation of testers. • Arrange logistics (e.g. testing rooms, conference calls) as needed. • Conduct unit tests in Workday tenant and track results in CAMPSite.
3.1.3.7	Solution Vision - updated	Review the Solution Vision defined during Base Camp and compare to configuration currently in Workday. Deliverable format: updates to Vision as needed	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads / Functional SMEs
3.1.3.8	Reporting and Analytics Build and Unit Test	Review of design and unit test results to confirm reports and analytics build and can proceed to next round of testing.	Primary Owner Technical Team	Secondary Owner Functional Leads / Technical Leads

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Finalize the Report Inventory and complete the assessment of the reporting needs of your organization against what is available by default in Workday. Determine which custom reports will be developed as well as development ownership.		
3.1.3.9	Integrations Build and Unit Test	Define and document the requirements, capture unit test scenarios, and develop the integrations via EIB, Studio, or Cloud Connect tools. Review of design and unit test results to confirm integrations build and can proceed to next round of testing. Deliverable format: Status of integrations in CAMPSite will be progressed from design, build, unit test, to be ready for end-to-end and/or parallel testing	Shared Ownership Technical Team • Build integrations as identified in the integration inventory as in scope for go-live and assigned to Vendor. • Provide knowledge transfer on integrations to the State's integrations team. • Confirm the State knows how to run and test integrations. • Support the State's unit testing of integrations.	Shared Ownership Technical Leads / Functional SMEs / Vendors • Respond to questions from Vendor's integration developers, participating in functional and technical discussions to support integration design and development. • Facilitate discussions with vendors and internal third-party systems owners as needed. • Build integrations as identified in the integration inventory as in scope for go-live and assigned to the State.

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.3.10	Configuration Change Control Plan	Discuss and document the process to request, configure, test, approve, and migrate configuration changes during End-to-End Testing as a preparation for Production Change Control process. Deliverable format: CAMPSite	Primary Owner Project Manager	Secondary Owner Project Manager
3.1.3.11	Change Impact Assessment	Document the impact of the change on end users by providing a role-based impact analysis. Deliverable format: Word document and Excel spreadsheet	Primary Owner Change Management Lead • Create State specific Change Impact Assessment file with appropriate fields to capture. File format and fields will be reviewed and approved by the State. Document will be continuously updated through the Testing Phase	Secondary Owner Change Management Lead • Provide information and input to the Change Management Lead on impacts to various work areas
3.1.3.12	End User Training Plan	Overall plan to ensure end users are trained prior to deployment of Workday. Deliverable format: Word document	Primary Owner Change Management Lead	Secondary Owner Change Management Lead

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.3.13	End-to-End Test Plan	Describes the testing approach, including test activities for phase of testing and roles and responsibilities. Deliverable format: Powerpoint presentation	Primary Owner Functional and Technical Teams	Secondary Owner Training Lead, Functional Leads / Functional SMEs
3.1.3.14	End-to-End Tenant Build	Load Foundation and A&C tenant configuration to End to End tenant, as well as current employee data from Data Extraction tasks. Deliverable format: Tenant is delivered to the State with State accounts provisioned. Tenant build checklist is completed. Completed smoke testing and data validation is tracked in CAMPSite.	Primary Owner Functional and Technical Teams • Tenant build checklist will be in CAMPSite. • Tenant URL and logins will be delivered to the State after Vendor completes tenant build and smoke testing. Completed smoke tests performed by Vendor and completed data validation by the State will be tracked in CAMPSite.	Secondary Owner Technical Leads / Functional Leads • Update configuration workbooks where applicable. • Prepare data conversion worksheets and provide data to Vendor. Validate tenant build including configuration and data conversion.

7.2.4 Stage 3: Test

The Test stage confirms that the configured Workday system meets the requirements of the State. Each test effort contains a different set of conditions and a designated purpose. We will work with the State to develop agreed-upon exit criteria for each test effort. These criteria must be met to proceed forward towards Go-Live. During this stage, the following major activities will occur:

- Data Conversion of data has been used to create data in the End-to-End tenant to verify the data and functions exist as expected.
- End-to-end testing of functionality and integrations performed by the State's project team to verify the system functions as expected.
- Payroll Parallel testing performed by the State's project team to verify correct payroll calculations and processing.
- Production Dress Rehearsal testing performed by the State's end users/stakeholders to verify system usability is met.

To accelerate testing and maintain quality excellence, the Contractor's Team utilizes Jira functionality within CAMPSite, a tool which enables a project team to collaborate, manage, and report on work in real time.

Based on the testing strategy developed in the Plan stage, the Contractor and the State will develop the test plan. Additionally, the Contractor will actively participate in test scenario/script development and support the execution of test scenarios/scripts by the State. Defect resolutions will be led by the Contractor and conducted by the State as a method of knowledge transfer for the future state; this applies to all phases of testing the State is responsible for actively participating in the Test phase and allocating the appropriate resources to support testing efforts as needed. The State will also be responsible for testing sign-off at the end of each testing cycle to confirm all Day-1 critical requirements are satisfied, allowing subsequent project activities to occur.

The table below presents the deliverables for this stage:

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.4.1	Configuration Change Control Plan – deployed to implementation tenants	Track any changes going into the master tenant. All changes must be made in a dedicated environment as per the tenant management plan and approved before migration into the master. Deliverable format: CAMPSite updated	Shared Ownership Project Manager	Shared Ownership Project Manager
3.1.4.2	End-to-End Testing	End-to-end testing of Workday, including configurations, business processes, data conversions, integrations, and reports to demonstrate how Workday will function in	Secondary Owner Functional and Technical Teams • Provide the State	Primary Owner Test Lead and Functional Leads /

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		production. The Contractor will provide standard test scenarios and the State will modify the scenarios to the State's requirements. The Contractor will provide reasonable guidance to support testing. Deliverable format: End to End Test scenarios will be in CAMPSite and with individual test segments.	with standard test scenarios. • Support the State development of test scenarios. • Confirm the State has appropriate understanding of configuration and business processes to complete testing. • Support the State's End to End testing of configuration by participating in daily standups and testing sessions. • Resolve configuration issues identified in failed tests.	Functional SMEs • Execute all test scenarios • Document results as defined in the testing strategy • Maintain and update issue list • Evaluate whether the test results met the exit criteria for the testing stage • Coordinate with internal and external system owners tor end to end integration testing
3.1.4.3	Payroll Parallel Test Plan	Describes the testing approach, including test activities for phase of testing and roles and responsibilities. Deliverable format: Powerpoint presentation	Primary Owner Functional and Technical Teams	Secondary Owner Testing Lead, Functional Leads / Functional SMEs
3.1.4.4	Payroll Parallel Testing	Parallel testing of 2 payroll periods between legacy system and configured Workday environment. Verify that payroll is calculating appropriately.	Secondary Owner Functional and Technical Teams • Provide payroll parallel comparison	Primary Owner Testing Lead, Functional Leads / Functional SMEs

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Deliverable format: Test Plan Documentation within CAMPSite	templates • Provide support and resolve issues as necessary • Adjust configuration as needed to resolve defects in collaboration with the State project team	Payroll Workstream Functional Leads / Functional SMEs • Confirm completion of End-to-End Testing prior to Parallel Testing • Determine the pay periods to parallel test 2 parallel cycles • Develop and perform parallel testing cycles to validate same period processing against legacy production application
3.1.4.5	Knowledge Transfer Workshops: Regression Testing	Re-testing to confirm the Workday configuration, security, business processes, reporting, and integrations perform as expected with a new Workday update. This is required if new Workday updates occur during the Test or Deploy stage of the project. Deliverable format: Meetings held with handouts, agendas, and meeting notes.	Secondary Owner Functional and Technical Teams • Work with the State team to identity functionality that could potentially he impacted by the Workday Feature Release update • Provide support and resolve issues as necessary • Adjust	Primary Owner Test Lead • Conduct tests to confirm that the functionality still meets requirements as designed • Conduct tests on a subset of test scenarios on functionality where an "up-

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
			configuration in collaboration with the State project team	take" has been done
3.1.4.6	Solution Vision - updated	Review the Solution Vision defined during Base Camp and compare to configuration currently in Workday. Deliverable format: updates to Vision as needed	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads / Functional SMEs
3.1.4.7	Knowledge Transfer Checkpoint: Troubleshooting Checkpoint	Confirm the State area leads are familiar with and understand setup and functionality of their area(s). Confirm the State area leads can troubleshoot real and/or potential issues and can resolve the issue in Workday. Deliverable format: Meetings held with handouts, agendas, and meeting notes.	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads
3.1.4.8	Production Preparedness Structure and Support Model	Document the approach and team structure to support the go-live effort, such as method to support end user issues, process to implement fixes, and contact methods for the State and Contractor teams. Deliverable format: Word document	Shared Ownership Project Manager • Develop Acceptance Certificate and document the decisions as to open tickets	Shared Ownership Project Manager • Participate in discussions and review of information and inputs
3.1.4.9	Production Dress Rehearsal	Production Dress Rehearsal (PDR) is an opportunity for customers to confirm they are prepared for the successful	Secondary Owner Functional and Technical Teams	Primary Owner Test Lead, Functional Leads /

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		transition to Workday. It assesses the readiness of people, processes, and tools through a series of test scenarios and post-production simulations to confirm that the State is prepared for the successful transition to Workday. Deliverable format: Combination of documentation with CAMPSite, mock scenarios, in person and/or virtual meetings.	• Provide support and resolve issues as necessary • Adjust configuration in collaboration with the the State project team	Functional SMEs • Train end users to participate in PDR • Identify the State support team to address issue resolution during PDR • Identify a subset of test scenarios from End-to-End testing that will be used for PDR • Lead the coordination of PDR Testing
3.1.4.10	Communication Plan - updated	Deliver communications per communications plan, execute change management activities per plan, support Change Network Deliverable format: Documented/updated within CAMPSite	Primary Owner Change Management Lead	Secondary Owner Change Management Lead
3.1.4.11	Cutover Plan	Documented plan of the cutover from legacy applications to Workday, including overall planning, production support, and detailed checklist.	Primary Owner Project Manager • In collaboration with the State project team, develop a cutover	Secondary Owner Project Manager • the State creates Cutover plan

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Deliverable format: Documentation within CAMPSite	plan	in collaboration with the Contractor • Assign ownership of each activity on the plan and target date for completion • Determine cutover meeting cadence and meetings as planned • Develop and finalize an internal post-production support structure including processes and procedures for system and data maintenance • Document external dependencies and considerations for cutover (e.g. systems, schedule, stakeholder)
3.1.4.12	End User Training Plan: Training Schedule and Collateral	A comprehensive package of all training related materials for the configured system. The package will include: • Train-the-Trainer Schedule	Primary Owner Change Management Lead • Develop materials	Secondary Owner Change Management Lead,

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		• Train the Trainer Instruction Manuals • Job Aids – Specific to the State System Configuration Handbook • End User Training Schedule Deliverable format: Word document, Excel spreadsheet, and other formats as needed	for end user training to be reviewed and approved by the State.	Functional Leads / Functional SMEs • Participate in interviews to provide information and input to Change Management Lead that will be used to complete the Curriculum.

7.2.5 Stage 4: Deploy

Upon successfully meeting the exit criteria from the Testing stage, the project proceeds to the Deploy stage where the State will go live on Workday. During this phase, the Contractor will lead production data conversion and support stakeholder engagement and training activities.

The table below presents the deliverables for this stage:

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.5.1	Value Drivers Key Performance Indicators (KPIs) – reports deployed	Migrate KPI Dashboards to Production Tenant. Deliverable format: Validation in Tenant and confirm the deployment of the solution in each phase of the project. Results are acknowledged in CAMPSite	Primary Owner Functional and Technical Teams • Responsible for support of the process to complete the reports and the development of assigned reports	Secondary Owner Functional Leads / Functional SMEs • Complete any assigned reports within the scope of and complete testing of all reports for KPI’s

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
3.1.5.2	Solution Vision – updated for final check	Review the Solution Vision defined during Base Camp and compare to configuration currently in Workday. Deliverable format: updates to Vision as needed	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads / Functional SMEs
3.1.5.3	Knowledge Transfer Checkpoint: final production readiness	Confirm the State area leads are familiar with and understand setup and functionality of their area(s) and can support end user issues. Deliverable format: Meetings held with handouts, agendas, and meeting notes.	Primary Owner Functional and Technical Teams	Secondary Owner Functional Leads
3.1.5.4	Production Preparedness Structure and Support Model - deployed	Follow the Post-Production Support Model for end user questions, issues, and support. Deliverable format: Word document or PowerPoint	Secondary Owner Project Manager	Primary Owner Project Manager, Functional Leads, Functional SMEs
3.1.5.5	End User Training	Delivery of end user training via multiple methods as outlined in the Training Plan	Secondary Owner Change Management Lead	Primary Owner Training Lead, Trainers

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Deliverable format: Training conducted with summary of attendance and topics covered.		
3.1.5.6	Configuration Change Control Plan – deployed to gold/pre-production tenant	Utilize the Change Control Governance plan for identified changes to Workday Production tenant. Deliverable format: Word document	Secondary Owner Project Manager	Primary Owner Project Manager
3.1.5.7	Gold Tenant Build	Final tenant build that contains all production-ready configuration and the State data. Will be renamed to the Production tenant during the cutover period. Deliverable format: Tenant is delivered to the State with State accounts provisioned. Tenant build checklist is completed. Completed smoke testing and data validation is tracked in CAMPSite.	Shared Ownership Project Manager, Functional and Technical Teams	Shared Ownership Project Manager, Functional Leads, Functional SMEs
3.1.5.8	Go-live Authorization Form	Document authorizing the move the State to production tenant.	Secondary Owner Project Manager • Develop document	Primary Owner Project Manager • Participate in

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Deliverable format: Word document	and summarize results	monitoring elements of the Authorization form and resolve any outstanding items with vendor r
3.1.5.9	Go-live	All tasks identified as part of the cutover to production, including scheduling integrations, entering catch-up transactions, and communications. Deliverable format: Cutover plan updated	Shared Ownership Project Manager, Functional and Technical Teams	Shared Ownership Project Manager, Functional Leads, Functional SMEs
3.1.5.10	Lessons Learned Review and Report	Meet with all key stakeholders to document lessons learned to incorporate into future state. Deliverable format: Word document	Primary Owner Change Management Lead • Develop report and summarize results	Secondary Owner Change Management Lead • Participate in interviews to provide information and inputs
3.1.5.11	Final Acceptance	Completion of Post Go-Live Support and successful resolution on any defects identified related to tested configuration, integrations, or reports as well as any configuration requirements deferred to the Post Go-Live Support Period in the Cutover Plan.	Secondary Owner Project Manager • Develop Acceptance Certificate and document the decisions as to open tickets	Primary Owner Project Manager • Participate in discussions and review of information and inputs

Section #	Deliverable	Output	Contractor Responsibilities	The State Responsibilities
		Deliverable format: Word document		

7.2.6 Project Timeline, Major Phases, Milestones, Deliverables, Warranty and Options.

MILESTONE	STAGE	DELIVERABLES	ESTIMATED PROJECT MONTH	ESTIMATED MONTH
ADAP-01	Project Initiation	Project Kick-off Preparation and Meeting (3.1.1.1)	1	20-Jan-24
HCM-01	Base Camp	Framework and Process Discovery Workshops (3.1.1.1) Role Assignments and Skills Matrix (3.1.1.2) Client Project Team Training Plan (3.1.1.3) Solution Vision (3.1.1.4)	2	29-Feb-24
ADAP-02	Project Initiation	Adaptive Planning Project Initiation	3	31-Mar-24
HCM-02	Base Camp	Integration Strategy and Inventory (3.1.1.6) Data Conversion Strategy (3.1.1.7) Reporting and Analytics Strategy (3.1.1.8) Delta Review Summary Presentation (3.1.1.9)	4	30-Apr-24
HCM-03	Plan	Project Organization Chart (3.1.2.1) Project Plan (3.1.2.2) Project Charter (3.1.2.3) Value Drivers Key Performance Indicators (KPIs) (3.1.2.4) Decision Authority Matrix (3.1.2.5) Risk and Issue Management Plan (3.1.2.6) Status Report Templates (3.1.2.7)	5	31-May-24
HCM-04	Plan	Delivery Assurance Overview (3.1.2.9) Organizational Change Management Strategy (3.1.2.10) Communication Plan (3.1.2.11) Tenant Strategy (3.1.2.12)	6	30-Jun-24
HCM-05	Plan	Foundation Tenant Build (3.1.2.13) Testing Strategy (3.1.2.14) Integration Inventory - updated (3.1.2.15)	7	31-Jul-24
HCM-06	Architect & Configure	Architect and Configuration Documents (3.1.3.1)	8	31-Aug-24

MILESTONE	STAGE	DELIVERABLES	ESTIMATED PROJECT MONTH	ESTIMATED MONTH
HCM-07	Architect & Configure	Architect and Configure Tenant Build (3.1.3.2)	9	30-Sep-24
HCM-08	Architect & Configure	Customer Confirmation Sessions (3.1.3.3)	10	31-Oct-24
HCM-09	Architect & Configure	Configuration Unit Test Plan (3.1.3.4) Knowledge Transfer Workshops: Configuration and Troubleshooting (3.1.3.5)	11	30-Nov-24
HCM-10	Architect & Configure	Configuration Unit Testing (3.1.3.6) Solution Vision - updated (3.1.3.7)	12	31-Dec-24
HCM-11	Architect & Configure	Reporting and Analytics Build and Unit Test (3.1.3.8) Integrations Build and Unit Test (3.1.3.9) Configuration Change Control Plan (3.1.3.10)	13	31-Jan-25
HCM-12	Architect & Configure	Change Impact Assessment (3.1.3.11) End User Training Plan (3.1.3.12)	14	28-Feb-25
HCM-13	Architect & Configure	End-to-End Test Plan (3.1.3.13) End-to-End Tenant Build (3.1.3.14)	15	31-Mar-25
HCM-14	Test	Configuration Change Control Plan – deployed to implementation tenants (3.1.4.1) End-to-End Testing (3.1.4.2)	16	30-Apr-25
HCM-15	Test	Payroll Parallel Test Plan (3.1.4.4) Payroll Parallel Testing (3.1.4.5) Knowledge Transfer Workshops: Regression Testing (3.1.4.6) Solution Vision - updated (3.1.4.7) Knowledge Transfer Checkpoint: Troubleshooting Checkpoint (3.1.4.8) Production Preparedness Structure and Support Model (3.1.4.9)	18	30-Jun-25
HCM-16	Test	Production Dress Rehearsal (3.1.4.10) Communication Plan - updated (3.1.4.11) Cutover Plan (3.1.4.12) End User Training Plan: Training Schedule and Collateral (3.1.4.13)	20	31-Aug-25

MILESTONE	STAGE	DELIVERABLES	ESTIMATED PROJECT MONTH	ESTIMATED MONTH
HCM-17	Deploy	Value Drivers Key Performance Indicators (KPIs) – reports deployed (3.1.5.1) Solution Vision – updated for final check (3.1.5.2) Knowledge Transfer Checkpoint: final production readiness (3.1.5.3) Production Preparedness Structure and Support Model - deployed (3.1.5.4) End User Training (3.1.5.5) Configuration Change Control Plan – deployed to gold/pre-production tenant (3.1.5.6)	21	30-Sep-25
HCM-18	Deploy	Gold Tenant Build (3.1.5.7) Go-live Authorization Form (3.1.5.8) Go-live (3.1.5.9) Lessons Learned Review and Report (3.1.5.10) Final Acceptance (3.1.5.11)	22	31-Oct-25
HCM-19	Warranty	First 2 payrolls complete	23	30-Nov-25
FIN-01	Base Camp	Framework and Process Discovery Workshops (3.1.1.1) Role Assignments and Skills Matrix (3.1.1.2) Client Project Team Training Plan (3.1.1.3) Solution Vision (3.1.1.4)	24	31-Dec-25
HCM-20	Warranty	90 Day Warranty Complete	25	31-Jan-26
FIN-02	Base Camp	Integration Strategy and Inventory (3.1.1.6) Data Conversion Strategy (3.1.1.7) Reporting and Analytics Strategy (3.1.1.8) Delta Review Summary Presentation (3.1.1.9)	25	31-Jan-26
FIN-03	Plan	Project Organization Chart (3.1.2.1) Project Plan (3.1.2.2) Project Charter (3.1.2.3) Value Drivers Key Performance Indicators (KPIs) (3.1.2.4) Decision Authority Matrix (3.1.2.5) Risk and Issue Management Plan (3.1.2.6) Status Report Templates (3.1.2.7) Delivery Assurance Overview (3.1.2.9) Organizational Change Management Strategy (3.1.2.10) Communication Plan (3.1.2.11) Tenant Strategy (3.1.2.12)	26	31-Mar-24

MILESTONE	STAGE	DELIVERABLES	ESTIMATED PROJECT MONTH	ESTIMATED MONTH
		Foundation Tenant Build (3.1.2.13) Testing Strategy (3.1.2.14) Integration Inventory - updated (3.1.2.15)		
HCM-21	People Analytics	Lessons Learned Review and Report (3.1.5.10) Final Acceptance (3.1.5.11)	28	30-Apr-26
FIN-04	Architect & Configure	Architect and Configuration Documents (3.1.3.1)	28	30-Apr-26
FIN-05	Architect & Configure	Architect and Configure Tenant Build (3.1.3.2)	29	31-May-26
FIN-06	Architect & Configure	Customer Confirmation Sessions (3.1.3.3)	30	30-Jun-26
HCM-22	People Analytics	Lessons Learned Review and Report (3.1.5.10) Final Acceptance (3.1.5.11)	31	31-Jul-26
FIN-07	Architect & Configure	Configuration Unit Test Plan (3.1.3.4) Knowledge Transfer Workshops: Configuration and Troubleshooting (3.1.3.5) Configuration Unit Testing (3.1.3.6) Solution Vision - updated (3.1.3.7) Reporting and Analytics Build and Unit Test (3.1.3.8) Integrations Build and Unit Test (3.1.3.9) Configuration Change Control Plan (3.1.3.10) Change Impact Assessment (3.1.3.11) End User Training Plan (3.1.3.12) End-to-End Test Plan (3.1.3.13)	32	31-Jul-26
FIN-08	Test	Configuration Change Control Plan – deployed to implementation tenants (3.1.4.1) End-to-End Tenant Build (3.1.3.14)	33	31-Aug-26
FIN-09	Test	Knowledge Transfer Workshops: Regression Testing (3.1.4.6) Solution Vision - updated (3.1.4.7) Knowledge Transfer Checkpoint: Troubleshooting Checkpoint (3.1.4.8) Production Preparedness Structure and Support Model (3.1.4.9)	34	30-Sep-26
FIN-10	Test	Knowledge Transfer Checkpoint: Troubleshooting Checkpoint (3.1.4.8) Production Preparedness Structure and Support Model (3.1.4.9)	35	31-Oct-26

MILESTONE	STAGE	DELIVERABLES	ESTIMATED PROJECT MONTH	ESTIMATED MONTH
FIN-11	TestTeset	End-to-End Testing (3.1.4.2)	37	31-Dec-26
FIN-12	Test	Production Dress Rehearsal (3.1.4.10) Communication Plan - updated (3.1.4.11) Cutover Plan (3.1.4.12) End User Training Plan: Training Schedule and Collateral (3.1.4.13)	38	31-Jan-27
FIN-13	Deploy	Value Drivers Key Performance Indicators (KPIs) – reports deployed (3.1.5.1) Solution Vision – updated for final check (3.1.5.2) Knowledge Transfer Checkpoint: final production readiness (3.1.5.3) Production Preparedness Structure and Support Model - deployed (3.1.5.4) End User Training (3.1.5.5) Configuration Change Control Plan – deployed to gold/pre-production tenant (3.1.5.6) Gold Tenant Build (3.1.5.7) Go-live Authorization Form (3.1.5.8) Go-live (3.1.5.9) Lessons Learned Review and Report (3.1.5.10) Final Acceptance (3.1.5.11)	39	28-Feb-27
FIN-14	Warranty	90 Day Warranty Complete	42	31-May-27

The Contractor shall, at a minimum, provide State access to a production Workday tenant Solution that meets the tools and functionality requirements of the State set forth in Exhibit 1 to this Attachment A. Contractor shall use system development and configuration control methodologies and the desirable sequence of project major Phases as described herein. Estimated dates in the following table shall be finalized in the IMS as described in Section 6.3, “Implementation Master Schedule.”

PHASE 1A: HCM, BENEFITS, PAYROLL, TIME TRACKING, FDM, PRISM ANALYTICS, PERFORMANCE, TALENT		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Base Camp	**4 months**	The Base Camp stage will enable the Contractor's professionals to collaborate with the State project team early in your Workday project. Through several workshops dedicated to process discovery, technology enablement, and organization readiness, our team documents where and how the current actions within your existing processes align to or differ from various leading practices we have identified working with similar public sector organizations.
Plan	**1 month**	In the Plan stage, project management processes and controls will be defined. In collaboration with the State, we will confirm that our plan and approach are aligned with the State goals and objectives. We will meet with project stakeholders, review necessary documentation and materials, and further define the oversight, project goals and timeline. At the end of the Plan stage, we expect to solidify and refine the project plan, create status reporting processes and templates, define the project governance structure, and conduct the project kick-off meeting.

PHASE 1A: HCM, BENEFITS, PAYROLL, TIME TRACKING, FDM, PRISM ANALYTICS, PERFORMANCE, TALENT		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Architect & Configure	**9 month**	This stage enables the State and Contractor Team to align on a common understanding of business requirements and processes. We will conduct a series of workshops at this stage which focus on Design, specifically: • Configuration Design. We will work with the State to design the foundational and the organization components of the Workday solution. • Business Process Design. We will work with the State to make revisions as necessary. • Integration & Report Design. Integrations and reports identified as in scope for the project will be reviewed and designed for Workday. Following Design, the Contractor will complete the configuration of the Workday solution based on the business process design, configuration analysis and integration design from the architect process. Configurations are completed, data conversion for set up is executed, integration configuration is finalized, and the tenant is prepared for the subsequent testing stages. We will guide the State through the following critical activities: • Customer Confirmation Sessions are conducted. • Integrations identified in the previous stage are developed; and • Unit testing is completed for configurations and integrations.

PHASE 1A: HCM, BENEFITS, PAYROLL, TIME TRACKING, FDM, PRISM ANALYTICS, PERFORMANCE, TALENT		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Test	**5 months**	The Test stage confirms that the configured Workday system meets the requirements of the State. Each test effort contains a different set of conditions and a designated purpose. We will work with the State to develop agreed-upon exit criteria for each test effort. These criteria must be met to proceed forward towards Go-Live. During this stage, the following major activities will occur: • Data Conversion of data necessary, such as personnel data and other necessary data • End-to-end testing of functionality and integrations performed by the State's project team to verify the system functions as expected. • Payroll Parallel testing performed by the State's project team to verify correct payroll calculations and processing. • Production Dress Rehearsal testing performed by the State's end users/stakeholders to verify system usability is met. To accelerate testing and maintain quality excellence, the Contractor's Team utilizes Jira functionality within CAMPSite, a tool which enables a project team to collaborate, manage, and report on work in real time. Based on the testing strategy developed in the Plan stage, The Contractor and State will develop the test plan. Additionally, the Contractor will actively participate in test scenario/script development and support the execution of test scenarios/scripts by the State. Defect resolutions will be led by the Contractor and conducted by the State as a method of knowledge transfer for the future state; this applies to all phases of testing the State is responsible for actively participating in the Test phase and allocating the appropriate resources to support testing efforts as needed. The State will also be responsible for testing sign-off at the end of each testing cycle to confirm all Day-1 critical requirements are satisfied, allowing subsequent project activities to occur.

PHASE 1A: HCM, BENEFITS, PAYROLL, TIME TRACKING, FDM, PRISM ANALYTICS, PERFORMANCE, TALENT		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Deploy	**2 months**	Upon successfully meeting the exit criteria from the Testing stage, the project proceeds to the Deploy stage where the State will go live on Workday. During this phase, the Contractor will lead production data conversion and support stakeholder engagement and training activities.

7.3.

PHASE 1B: ADAPTIVE PLANNING		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Initiate	**1 month**	Kick-off meeting, Planning and preparation of project management planning documentation.
Model & Validate	**4 months**	Contractor performs necessary requirements gathering to finalize functional and technical requirements and identify gaps between State requirements and Solution capabilities.
Deploy	**1 month**	Contractor installs and configures the Solution in a Test environment.
Warranty	**1 month**	State subject matter experts perform Solution testing in in a test (not live) environment accordance with Contractor-developed Test plans.
PHASE 1C: PEOPLE ANALYTICS		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**

PHASE 1B: ADAPTIVE PLANNING		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Plan	**1 month**	Kick-off meeting, Planning and preparation of project management planning documentation.
Architect & Configure	**1 month**	Contractor performs necessary requirements gathering to finalize functional and technical requirements and identify gaps between State requirements and Solution capabilities.
Test and Deploy	**1 month**	Contractor installs and configures the Solution in a Test environment.

PHASE 2: FINANCIALS		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Base Camp		The Base Camp stage will enable the Contractor's professionals to collaborate with the State project team early in your Workday project. Through several workshops dedicated to process discovery, technology enablement, and organization readiness, our team documents where and how the current actions within your existing processes align to or differ from various leading practices we have identified working with similar public sector organizations.
Plan		In the Plan stage, project management processes and controls will be defined. In collaboration with the State, we will confirm that our plan and approach are aligned with the State goals and objectives. We will meet with project stakeholders, review necessary documentation and materials, and further define the oversight, project goals and timeline. At the end of the Plan stage, we expect to solidify and refine the project plan, create status reporting processes and templates, define the project governance structure, and conduct the project kick-off meeting.

PHASE 2: FINANCIALS		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Architect & Configure		This stage enables the State and Contractor Team to align on a common understanding of business requirements and processes. We will conduct a series of workshops at this stage which focus on Design, specifically: • Configuration Design. We will work with the State to design the foundational and the organization components of the Workday solution. • Business Process Design. We will work with the State to make revisions as necessary. • Integration & Report Design. Integrations and reports identified as in scope for the project will be reviewed and designed for Workday. Following Design, the Contractor will complete the configuration of the Workday solution based on the business process design, configuration analysis and integration design from the architect process. Configurations are completed, data conversion for set up is executed, integration configuration is finalized, and the tenant is prepared for the subsequent testing stages. We will guide the State through the following critical activities: • Customer Confirmation Sessions are conducted. • Integrations identified in the previous stage are developed; and Unit testing is completed for configurations and integrations.

PHASE 2: FINANCIALS		
PHASE	**ESTIMATED DATES**	**PHASE DESCRIPTION**
Test		The Test stage confirms that the configured Workday system meets the requirements of the State. Each test effort contains a different set of conditions and a designated purpose. We will work with the State to develop agreed-upon exit criteria for each test effort. These criteria must be met to proceed forward towards Go-Live. During this stage, the following major activities will occur: • Data Conversion of data necessary, such as beginning balances, summary general ledger data, Suppliers, Customers, Business Assets, and other necessary data • End-to-end testing of functionality and integrations performed by the State's project team to verify the system functions as expected. • Production Dress Rehearsal testing performed by the State's end users/stakeholders to verify system usability is met. To accelerate testing and maintain quality excellence, the Contractor's Team utilizes Jira functionality within CAMPSite, a tool which enables a project team to collaborate, manage, and report on work in real time. Based on the testing strategy developed in the Plan stage, The Contractor and State will develop the test plan. Additionally, the Contractor will actively participate in test scenario/script development and support the execution of test scenarios/scripts by the State. Defect resolutions will be led by the Contractor and conducted by the State as a method of knowledge transfer for the future state; this applies to all phases of testing the State is responsible for actively participating in the Test phase and allocating the appropriate resources to support testing efforts as needed. The State will also be responsible for testing sign-off at the end of each testing cycle to confirm all Day-1 critical requirements are satisfied, allowing subsequent project activities to occur.
Deploy		Upon successfully meeting the exit criteria from the Testing stage, the project proceeds to the Deploy stage where the State will go live on Workday. During this phase, the Contractor will lead production data conversion and support stakeholder engagement and training activities.

7.3 WORKDAY FUNCTIONAL SCOPE

The Contractor will design and configure generally available functionality as prioritized by the State. The configuration of each component listed below will be prioritized and designed during the early stages of the project. The listed processes are representations of key business processes to be designed and configured.

Based on a review of the requirements and experience with similar Workday implementations, the following assumptions were made with respect to the functional scope. The final configuration scope will be determined during the Architect and Configure stage of the project, with appropriate consideration given to project timeline, resources, and budget. If requirements or scope assumption changes will impact the project timeline, resources, or budget, the decision will be escalated to the Executive Sponsors for review.

HCM Functional Configuration and Setup

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
Core HCM	Consists of Worker Information and Skills, Country Specific Information and Reporting, Staffing (which includes Onboarding), Compensation, Benefits, Talent Optimization, Absence, Safety Incident Tracking, Retirees, Employee and Manager Self-Service, and Worklets and Reports for Human Capital Management. Full Supervisory Organization structure, up to 8 companies, up to 30 matrix orgs, up to 5 custom organization types with up to 100 of each type, up to 1000 cost centers, up to 30 regions, up to 100 business units, up to 50 pay groups, up to 20 related org type hierarchies (including location hierarchies). 2 staffing models, up to 20 job family groups, 100 job families, up to 2,000 job profiles, 1 management level hierarchy, up to 50 work shifts. Up to 20 Unions. Up to 30 custom security groups, Includes assignment of Roles to business processes and assignment of Workers to Roles. Up to 2,000 contingent workers. Includes Mobile setup for all HCM product areas.	1a
Compensation	Consists of the Compensation Framework, Manage Compensation Plans for Salary and Hourly, Allowance, Merit, Bonus (which includes configuration of a merit plan but not compensation merit processing), One-Time Payment,	1a

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	Compensation Statements, Severance, and Compensation Survey Management. Includes USD Currency. Up to 150 grades and up to 300 grade profiles, up to 50 allowance plans, up to 20 one-time payment plans. Includes compensation steps and step processing (WD-delivered or via integration). Includes up to 5 calculated plans.	
Benefits	Consists of Setup Benefits, Costs and Rates, Health Care Plans, Insurance Plans, Retirement Savings Plans, Health Savings Plans, Spending Accounts, Additional Benefit Plans, Enrollment Events and Rules, Default Coverage and Auto-Enrollment, Cross Plan Dependencies, Benefit Credits and Surcharges, Multiple Jobs, Open Enrollment, Benefit Changes, Passive Events, Evidence of Insurability, COBRA, Patient Protection and Affordable Care Act, and Dependents and Beneficiaries. Up to 10 Benefit Groups, up to 150 benefit plans, flex credits, domestic partner and children, 2 rate bands, cobra, 2 enrollment event rules (e.g., different waiting periods by benefit group), 50 cross plan rules, 5 passive events. Not in scope: enrollment event page text, retiree benefits, grandfathered plans.	1a
Absence	Consists of Time Off Plans, Absence Calendar, Team Absence Calendar, Request and Correct Absence, Accrual and Balance Tracking, Leave of Absence Types, and Leave of Absence Entitlements and Balance Tracking. Up to 15 Time Off Plans, up to 5 floating holiday plans, and up to 5 auto-zero plans (bereavement, jury duty, birthday, etc.). Up to 15 Leave of Absence Plans (e.g., Short Term Disability, Long Term Disability, FMLA, Personal Leave).	1a
Payroll	Consists of Earnings Codes, Deduction Codes, Period Schedules, Federal IDs, Unions, Payment Election Rules, Run Categories, Tax Exceptions, Tax Reporting, Payment Elections, Pay Groups, Payroll Processing, W-4 Withholdings, FICA Medicare Exemptions, FICA OASDI Exemptions, State Withholdings, FUTA Exemption, SUTA Exemption, Work & Residence Counties & Cities. Up to 750 earnings and deductions. Up to 3 Federal IDs. Payroll processed in up to 50 states. More than 5 unions to be set up. Up	1a

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	to 5 period schedules (including time period for Public Safety FLSA). Integration to one external G/L system, Two parallel tests, integrations testing support, payment election rules, account posting rules, BP configuration, commitment accounting in scope. Calendar year go-live. Payroll History loaded for one FEIN.	
Time Tracking	Consists of Worker Time Entry, Time Entry Templates, Time Types, Period Schedules, Calculation Scenarios. 11 - 15 Time Entry Templates (number of separate employee groups with different rules for entering time, typically seen as union groups and several different groups for exempt workers). 51 - 100 Time Entry Codes in use (Currently used today). 50 – 75 Time Calculations. 100 - 200 Work Schedule Calendars. 21-40 Time Entry Validations. 1 Country (USA), Multiple holiday calendars with holidays populated by the calendar, worker calendar load (no eligibility rules), Request Overtime.	1a
Performance/Talent	Consists of Goals, Development Items, Career Interests, Talent Reviews, Performance Reviews, Talent and Performance Calibrations, Feedback, Succession, Talent Matrix Reports, Talent Pools, View Talent Across Organizations, Workforce Metrics, and Talent Insight Apps. Up to 5 performance plans with customized start performance review business process, 1 individual development plan & 1 performance improvement plan with customized business processes, up to 4 disciplinary action plans. Includes calibration in performance reviews, talent matrix and talent reviews. Configuration of up to 3 talent attributes, major changes to the optimized business process, inclusion of the business process in the start performance review process.	1a
Recruiting	Consists of Recruiting Basics, Recruiting Workflow, Job Requisitions, Evergreen Requisitions, Career Sites, Agency Management, Job Postings, Candidates, Referrals, Questionnaires, Candidate Pools, Recruiting Compliance, Job Offers/Offer Letter, and Recruiting Reports. • 1 Internal Career site for employees and 2 External Career site for external applicants	1a

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	• Up to 5 unique workflows for candidate application, hiring process, and approval routing • Up to 20 candidate applicant questionnaires (one questionnaire per job requisition and no more than 25 questions) • Up to 4 job offer letter templates • 2 Candidate List Grid	
PRISM Analytics	Consists of data sources and tools to combine Workday and non-Workday data to create business analytics inside of Workday. Scope included in Section 7.3.4.	1a
Adaptive Planning	**Financial Planning** The following dimensions will be used for financial planning: - Account - Business Unit - Department - Fund - Program - Project - Spend Categories - Other: Division, Activity - 1 Currency in scope - Budgets are planned in time periods of months, quarters, or years - Import data from up to 1 source (data must be provided in XLS file) - All dimension values have less than 10,000 elements- Only Bottoms Up or Top Down modeling is included in scope **Revenue Planning** - Driver based models for up-to 25 departments are in scope **Capital Planning** - Workflow is based on the organization hierarchy - Existing depreciation imported - Scoring and ranking process is out of scope - Allocations of capital costs are out of scope - Capital project templates are out of scope **Expense Planning**	**1b**

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	- Up to 100 expense account calculations - Direct input or data provided in a flat file (e.g. .xls - Up to 6 dimensions will be used for expense planning - No supporting schedules **Financial Workforce Planning** - Planning will be done by individual and open requisitions, and job profiles - Splits are in scope - Employee transfers are in scope - No Payroll or GL data - No variable compensation - Up to 10 union contracts logic are in scope - Contingent workers are out of scope **Reporting** - Workday will configure up to 6 HTML or Office Connect reports: training for additional reports in scope - Reports in excel need to be pre-formatted - Each view is a single report (e.g. each tab in an Excel workbook is a single report) **Dashboards:** - Conduct one remote hands-on workshop to walk-through building dashboards/charts/graphs/perspectives using Customer Data from Customer's Workday Adaptive Planning Instance - The Contractor to configure up to 2 dashboard charts/graphs Support Customer configuring dashboards and charts/graphs that includes: - Provide best practice guidance around design of dashboards and charts/graphs; - Consult with Customer on specific charts/graphs design challenges; **Data Mapping** - Customer to map their own data - Import actuals (up to 2 years of history) - Import budgets (up to 2 years of history) **Additional Models**	

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	- Up to 1 long range planning model (e.g. 5-10 yr horizon), using high level drivers, which may not be included in the annual planning models. **Integrations** Up-to 8 Integrations Included	
People Analytics	Powered by augmented analytics, Workday People Analytics identifies, surfaces, and explains key FIN-related insights you may have otherwise missed. Insights are prioritized, tailored to your role, and paired with narrative explanations so you can confidently make critical workforce decisions. Configuration of up to 15 metrics for the below HR focus areas: • Diversity & Inclusion • Organization Composition • Retention & Attrition • Talent & Performance • Hiring	1c

Financials Functional Configuration and Setup

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
Financial Accounting & FDM	Consists of a Foundational Data Model, Company Accounting Details, Financial Accounting, Journals, Ledgers and Ledger Status Maintenance. Up to 100 companies, 1 country, 2 account sets, 15 financial organization types and 7 custom worktags. Core financial tenant setup, up to 25 accounting books, pre-encumbrance and encumbrance ledgers, 2 account posting rule set, up to 30 allocations, balancing worktags, up to 100 recurring journals, up to 12,000,000 journal lines per year.	2
Budget	Consists of processes to load prepared budget, amend these budgets and control against budgets via budget check. 2+ sets of virtual parent-child budget structures, financial budget checking, budget amendments, budget validation reports, 1 Cost Center Budget vs Actual report, 1 Company level budget vs actual reports. Position budgeting created	2

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
	from within Workday. Amendments performed via integration or via UI. Budget checking enabled.	
Business Assets	Consists of tracking and management of assets, pooled and composite assets and rights management on assets. Up to 40,000 business assets, up to 250 spend categories, multiple depreciation methods, leased assets, multi-book asset accounting.	2
Banking & Settlement	Consists of Bank Accounts, Bank Account Transfers, Bank Account Reconciliation, Ad Hoc Payments, Ad Hoc Bank Transactions, BAI2 integrations, Settlement Activities, Bank Fee Statements. All active bank accounts and all active financial institutions, preprinted or blank check stock, ACH integration with bank with up to 4 institutions, BAI2 bank reconciliation with up to 4 institutions, electronic payment acknowledgements.	2
Customer Accounts & Contracts	Consists of tracking and management of Customer Accounts, Addresses and Contract Information. Up to 40,000customers, sales tax and/or VAT, custom cash application rules. Up to 5 invoice formats, 5 statement formats, and 3 dunning letter layouts. Up to 10 customer contract types.	2
Grants Management	Consists of Grantors, Grantor Types, CFDA, FAIN, Award Contracts, Grants, Grant Billing, Indirect Cost Calculation, Effort Certification, Award Budgets, Award Tasks. Up to 3,000 active Awards, all active grantors, award billing and revenue recognition processes. Integration with a proposal development system.	2
Projects	Consists of Project Tracking, Project Plans, Project Capitalization, Project Labor Costing, Project Budgets. Up to 15,000 projects, project profile, project role assignment, project plans, project time and labor, project capitalization, and project budgets.	2

PRODUCT COMPONENT	SCOPE DESCRIPTION	PROJECT PHASE
Procurement	Consists of Requisitions, Purchase Orders, Purchase Items, Supplier Catalogs, Match Rules, Match Events, Receiving and Supplier Contracts. Up to 10 PunchOuts, up to 30 supplier contract types, up to 5,000 supplier contracts, up to 2 p-card types with up to 500 active card holders, up to 60 buyer segmentations by location and commodity. Up to 2 purchase order layouts. Request for Quote out of scope.	2
Inventory	Consists of Inventory management and supply chain analytics. Up to 60,000 inventoried commodities, up to 20 warehouse locations, up to 12 par inventory locations, scanning included.	2
Supplier Accounts	Consists of Supplier Names, Supplier Addresses and Contact Information, Supplier Tax Information. Up to 40,000 active suppliers, sales tax and/or VAT, complex matching process, up to 5 cXML punchout invoice integrations, supplier portal and integrations to an external supplier site.	2
Expenses	Consists of Spend Authorizations, Expense Items, Expense Rate Tables, Expense Policies and Expense Reports. Up to 10 countries, Amex or BofA VISA credit card integration, expense policies and expense item mapping.	2
PRISM Analytics	Two use cases pertaining to the retention of legacy Financial data. Scope included in Section 7.3.4.	2
Reporting	Defined in section 7.3.3.	2
Integrations	Defined in section 7.3.1.	
PRISM Analytics	Consists of data sources and tools to combine Workday and non-Workday data to create business analytics inside of Workday. Scope included in Section 7.3.4.	2

7.3.1 7.3.1 Integration Scope

The Contractor and the State shall partner on the design and development of scoped integrations, as stated in this Statement of Work. The Integration Scope will be reviewed and the list prioritized and finalized during the initial stages of the deployment. Once the design of the integrations has been completed and design specifications have been created, the team will finalize details and scope of the integrations Workday and the State's ancillary systems.

For all Contractor owned integrations, the Contractor shall be responsible for developing the Workday portion of the integration and the State shall lead the work effort on the third party/legacy system components. The Contractor will utilize all available Workday Integration Cloud services tools to assist the State in this effort.

TASK	OWNER	ASSIST	PROJECT PHASE
Integration Discovery	Contractor		Base Camp
Gather existing integration documentation	The State	Contractor	Plan
Contact Vendors	The State	Contractor	Plan
Complete Architect sessions for each integration	Shared		Architect & Configure
Integration Design sign off	The State		Architect & Configure
Integration Development	Contractor	The State	Architect & Configure
Unit Testing	Shared		Test
End to End/Parallel Testing	The State	Contractor	Test
Knowledge Transfer	Contractor	The State	Throughout implementation and a final formal knowledge transfer post testing sign off
Deployment Migration	Contractor	The State	Deploy

Our approach includes the following integrations deployed as part of the HCM/Payroll deployment which will be further discussed and confirmed with the State during our Base Camp phase, including a temporary or interim integrations to a legacy Financials system. Please note that the PeopleSoft HCM integrations are for the purposes of workforce planning in Workday's Adaptive Planning for the 2025 budget cycle and will be deprecated upon Workday HCM go-live.

The following table provides a list of the **HCM** Integrations that are in scope for the State's Workday deployment project:

Int. ID	Description	OV, SOV - AOA - DHR, External	Direction	Functional Area	Delivery Method	Owner
INT001	AOT HCM Extract (B/W)	SOV	Outbound	HCM	FTP	GH
INT002	Time Labor Outbound Extract	SOV	Outbound	HCM	FTP	GH
INT003	AOT STARS Extract	SOV	Outbound	HCM	FTP	GH
INT004	AOT M5 Extract	SOV	Outbound	HCM	FTP	GH
INT005	AHS Extract	SOV	Outbound	HCM	FTP	GH
INT006	LTD Interface	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT007	New Hire Extract for DET	SOV	Outbound	HCM	FTP	GH
INT008	Retirement XML extract	SOV	Outbound	HCM	FTP	GH
INT009	Quarterly Workforce Report	SOV - AOA - DHR	Outbound	HCM	Replaced by queries - Archive the sqr.	GH
INT010	Position Control Report	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT011	Temp Employees Report	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT012	Recruitment Metrics Extract	SOV - AOA - DHR	Outbound	HCM	Replaced by queries - Archive the sqr.	GH
INT013	VSEA Extract - skip for now since it has been reviewed	External	Outbound	HCM	FTP	GH
INT014	DET Quarterly Wages Report	SOV	Outbound	HCM	Replace wages report with query	GH
INT015	Legacy Budget Extract	SOV - AOA	Outbound	HCM	FTP	GH
INT016	VHEIP Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT017	Life Insurance Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT018	Tax Debt Setoff Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT019	Census Data Extract	SOV - AOA - DHR	Outbound	HCM	Replaced by query	GH

Int. ID	Description	OV, SOV - AOA - DHR, External	Direction	Functional Area	Delivery Method	Owner
INT020	Worker Comp Wage Liability Extract	SOV - AOA	Outbound	HCM	Replaced by query	GH
INT021	New Hire Extract for DET	SOV	Outbound	HCM	FTP	GH
INT022	Pay Check Print - US	SOV	Outbound	HCM	(blank)	GH
INT023	Worker Comp. iVOS Extract - awaiting documentation	SOV - AOA	Outbound	HCM	FTP	GH
INT024	Taxable Expenses (From FIN) - VISION?	SOV - AOA	Outbound	HCM	(blank)	GH
INT025	Gross Wages Paid by Year	SOV - AOA - DHR	Outbound	HCM	(blank)	GH
INT026	Total Base Pay By Employee	SOV - AOA - DHR	Outbound	HCM	(blank)	GH
INT027	Gross Wages Paid by Year	SOV - AOA - DHR	Outbound	HCM	(blank)	GH
INT028	Defined Contribution	SOV	Outbound	HCM	FTP	GH
INT029	Deferred Compensation extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT030	Prudential Payroll Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT031	Prudential Demographic Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT032	Load from Staging Rcds into TL	SOV	Outbound	HCM	FTP	GH
INT033	TL Inbound Time Interface	SOV	Inbound	HCM	FTP	GH
INT034	FSA bi-weekly extract ASIFlex	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT035	FSA Enrollment Extract ASIFlex	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT036	Create Vt Shares label file	External	Outbound	HCM	FTP	GH
INT037	Extract VT Shares access data	External	Outbound	HCM	FTP	GH
INT038	Custom Paysheet creation	SOV - AOA - DHR	Outbound	HCM	(blank)	GH
INT039	PureWellness Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT040	VTA Extract	External	Outbound	HCM	FTP	GH

Int. ID	Description	OV, SOV - AOA - DHR, External	Direction	Functional Area	Delivery Method	Owner
INT041	Create BCBS 4010 File	External	Outbound	HCM	FTP	GH
INT042	Create HIPAA EDI 4010 File	External	Outbound	HCM	FTP	GH
INT043	Job Specifications (VIC CMS)	SOV	Outbound	HCM	FTP	GH
INT044	Load class spec info to HCM	SOV - AOA - DHR	Inbound	HCM	FTP	GH
INT045	Annual Leave Payouts	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT046	Comp Payout for Ret/Ter/Xfr	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT047	Year End Comp Payout / Xfr	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT048	Thomson Reuters ACA Extract	SOV - AOA - DHR	Outbound	HCM	FTP	GH
INT049	Direct Deposit	SOV	Outbound	HCM	Manual	GH
INT050	Pay Checks	SOV	Outbound	HCM	FTP	GH
INT051	Write Direct Deposit Transmittal file	SOV	Outbound	HCM	FTP	GH
INT052	W2 File Summary Report	SOV - AOA	Outbound	HCM	Manual	GH
INT053	Create W2 Print File	External	Outbound	HCM	Manual	GH
INT054	W3 Transmittal	External	Outbound	HCM	Manual	GH
INT055	Federal W-2 Audit Report	External	Outbound	HCM	Manual	GH
INT056	express scripts	External	Outbound	HCM	(blank)	GH
INT057	ClearChoiceMD	External	Outbound	HCM	(blank)	GH
INT058	Cornerstone LMS		Bi-Directional	HCM	Identity Proofing	Client
INT059	SAP SuccessFactors		Bi-Directional	HCM	Identity Proofing	Client
INT060	AzureAD / internal staff		Bi-Directional	HCM	Identity Proofing	Client
INT061	Okta / customer facing (recruitment)		Bi-Directional	HCM	Identity Proofing	Client
INT062	GlobalScape		Inbound	HCM	File Sharing (SFTP)	Client
Additional Integrations						
INT063	Payroll GL Outbound	Temporary integration to Financials	Outbound	Payroll	TBD	Client

Int. ID	Description	OV, SOV - AOA - DHR, External	Direction	Functional Area	Delivery Method	Owner
		for Payroll Accounting				
INT064	Worker Data to FIN	Temporary integration to send Worker data required in financials	Outbound	HCM	TBD	Client

The following table provides a list of the **Financials** Integrations that are in scope for the State's Workday deployment project:

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT2001	M&T AP ACH	AP ACH	Outbound	Packaged	Medium	2	GH
INT2002	M&T AP Positive Pay	Positive Pay	Outbound	EIB / DT	Low	2	GH
INT2003	M&T Bank Reconciliation	BAI2 Inbound	Inbound	Packaged	Low	2	GH
INT2004	VTBuys Suppliers Inbound		Inbound	Studio	Medium	2	GH
INT2005	VTBuys Purchase Order Inbound		Inbound	Studio	Medium	2	GH
INT2006	VTBuys Vouchers Inbound		Inbound	Studio	Medium	2	GH

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT2007	VTBuys Suppliers Outbound		Outbound	EIB / DT	Medium	2	GH
INT2008	VTBuys Payments Outbound		Outbound	EIB / DT	Medium	2	GH
INT2009	Bank of America Pcard Inbound		Outbound	Studio	Medium	2	GH
INT2010	1099 Tax Filing		Inbound	Packaged	Low	2	GH

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT2011	AOT Outbound	Currently, the State uses a custom extract program to produce a file for the Agency of Transportation(AOT). This SQR program will extract all Transfer, Payroll and Accounts Receivable (AR) information based on posted journal entries for a GL Journal date range. The only input parameters on the run control are a start date (Journal date) and end date (Journal Date) for the report. The report is run on demand by AOT at Accounts Payable > Vouchers > AOT Extract.	Outbound	Studio	Medium	2	GH
INT2012	Building and General Services Vouchers	Up to 2 integrations	Bi-Directional	Studio	Medium	2	Client
INT2013	Department of Taxes	Up to 5 integrations	Bi-Directional	Studio	Medium	2	Client

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT2014	Department of Labor	Up to 5 integrations	Bi-Directional	Studio	Medium	2	GH
INT2015	Agency of Education	Up to 2 integrations	Bi-Directional	Studio	Medium	2	Client
INT2016	Judicial	Up to 2 integrations	Bi-Directional	Studio	Medium	2	GH
INT2017	Forest Parks and Recreation	Up to 2 integrations	Bi-Directional	Studio	Medium	2	Client
INT2018	Center for Crime Victim Services	Up to 2 integrations	Bi-Directional	Studio	Medium	2	Client
INT2019	Department of Liquor and Lottery	Up to 3 integrations	Bi-Directional	Studio	Medium	2	Client
INT2020	Treasurer's Office	Up to 5 integrations	Bi-Directional	Studio	Medium	2	GH
INT2021	Agency of Transportation	Up to 5 integrations	Bi-Directional	Studio	Medium	2	GH
INT2022	Department of Motor Vehicles	Up to 5 integrations	Bi-Directional	Studio	Medium	2	GH
INT2023	Department of Children and Families	Up to 2 integrations	Bi-Directional	Studio	Medium	2	GH
INT2024	Department for Aging and Independent Living	Up to 2 integrations	Bi-Directional	Studio	Medium	2	GH

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT2025	Agency of Human Services Data Warehouse		Outbound	EIB / DT	High	2	GH
INT2026	Ivalua Suppliers Outbound		Outbound	EIB / DT	Medium	2	GH
INT2027	Ivalua Purchase Requisitions Outbound		Outbound	EIB / DT	Medium	2	GH
INT2028	Ivalua Supplier Contracts Inbound		Inbound	Studio	Medium	2	GH
INT2029	Ivalua Purchase Orders Inbound		Inbound	Studio	Medium	2	GH
INT2030	Ivalua Supplier Invoices		Bi-Directional	Studio	Medium	2	GH
INT2031	BGS WiMS Assetworks	Up to 2 integrations	Bi-Directional	Studio	Medium	2	GH
Additional Integrations							

ID #	Integration Name / Business Purpose	Description	Direction	Tool	Complexity	Phase	Owner
INT032	Supplier Remittance	Assuming standard CSV file attached to email	Outbound	EIB / DT		2	GH
INT033	Grant Sub-recipient	Sub-recipients inbound	Inbound	Studio	Medium	2	Client
BIRT01	AP Check Layout	Assuming minor variation from standard		BIRT		2	GH
BIRT02	Customer Invoice	Assuming minor variation from standard		BIRT		2	Client
BIRT03	Customer Statement	Assuming minor variation from standard		BIRT		2	Client
BIRT04	Purchase Order Layout	Assuming minor variation from standard		BIRT		2	GH

7.3.2 Data Conversion Scope

Data Conversion scope depends on mapping data to available Workday applications features and functionality and the State's ability to extract the data in the specified format. The State must also perform cleansing and transformation as per the project schedule for data conversion to be successful.

Human Capital Management Conversion Scope and Assumptions

Functional Area	Data Element	Scope Assumption	Contractor Comments
Setup Data	Job Profiles	All currently used	
Setup Data	Companies	All currently used	
Setup Data	Cost Centers	All currently used	
Setup Data	Supervisory Organizations	All currently used	
Setup Data	Locations	All currently used	

Functional Area	Data Element	Scope Assumption	Contractor Comments
Setup Data	Work Shifts	All currently used	
Setup Data	Compensation Grades and Grade Profiles	All currently used	
Core HR	Active Employees	At time of go-live	
Core HR	Active Contingent Workers	At time of go-live	
Core HR	Terminated Workers	Terminated in the current fiscal year	
Core HR	Current Compensation	At time of go-live	
Core HR	Compensation History in the current fiscal year	Out of scope	Can be loaded into PRISM Analytics if necessary
Core HR	Job and Position History in the current fiscal year	Out of scope	Can be loaded into PRISM Analytics if necessary
Benefits	Health Care Enrollments	At time of go-live	
Benefits	Health Savings Enrollments (e.g., HSAs)	At time of go-live	
Benefits	Spending Account Enrollments (e.g., Dependent Care, FSAs)	At time of go-live	
Benefits	Insurance Enrollments (e.g., Life, STD, LTD, etc.)	At time of go-live	
Benefits	Retirement/Deferred Compensation Enrollments	At time of go-live	
Benefits	Beneficiaries	At time of go-live	
Benefits	Dependents	At time of go-live	

Functional Area	Data Element	Scope Assumption	Contractor Comments
Absence	PTO Balances	At time of go-live	
Absence	Time Off Requests	At time of go-live	Requests can also be resubmitted after go-live
Absence	Employees On Leave/Leave Requests	At time of go-live	
Payroll	Payment Elections/Direct Deposit	At time of go-live	
Payroll	Pay Groups	At time of go-live	
Payroll	Tax Withholdings/Exemptions	At time of go-live	
Payroll	Withholding Orders	At time of go-live	
Payroll	Pay History for the current year	Current calendar year	Not required until later in the process at Parallel Payroll testing (i.e., Pay Compare)
Cross	Attachments/Documents	Out of Scope	All attachments and supporting documents related to current or historical transactions will not be converted into Workday

Financials Conversion Scope and Assumptions

Functional Area	Data Element	Scope Assumption	Comments
Setup Data	Companies	All currently used (according to agreed upon level of history)	

Functional Area	Data Element	Scope Assumption	Comments
Setup Data	Locations	All currently used (according to agreed upon level of history)	
Setup Data	Cost Centers	All currently used (according to agreed upon level of history)	
Setup Data	Custom Organizations	All currently used (according to agreed upon level of history)	
Setup Data	Spend Categories	All currently used (according to agreed upon level of history)	
Setup Data	Expense Items	All currently used (according to agreed upon level of history)	
Setup Data	Revenue Categories	All currently used (according to agreed upon level of history)	
Setup Data	Ledger Accounts	All currently used (according to agreed upon level of history)	
Setup Data	Bank Accounts	All currently used (according to agreed upon level of history)	
Setup Data	Funds	All currently used (according to agreed upon level of history)	

Functional Area	Data Element	Scope Assumption	Comments
Setup Data	Programs	All currently used (according to agreed upon level of history)	
Setup Data	Sales Items	All currently used (according to agreed upon level of history)	
Financial Accounting	GL History	One year of summarized GL History	At least one year of summarized GL History is recommended to enable year over year reporting
Customers	Active Customers	Customers that have had activity in the last 24 months	
Customers	Open Customer Invoices	At time of go-live	
Customers	Customer Payments not yet applied	At time of go-live	
Customers	Active Customer Contracts	At time of go-live	
Customers	Revenue Recognition Schedules	At time of go-live	
Customers	Billing Schedules	At time of go-live	
Inventory	Par Locations	All currently used	
Inventory	Inventory Stocking Locations	All currently used	

Functional Area	Data Element	Scope Assumption	Comments
Inventory	Inventory Balances	At time of go-live	
Procurement	Catalog Items	All currently used	
Procurement	Open Purchase Orders	At time of go-live	Client is encouraged to close these in the source system prior to conversion
Procurement	Unmatched / Open Receipts	At time of go-live	Client is encouraged to close these in the source system prior to conversion
Procurement	Open Requisitions	At time of go-live	Client is encouraged to close these in the source system prior to conversion
Projects	Active Projects	At time of go-live	Includes Project Plans, Resource Plans, Project Hierarchies, etc.
Projects	Work In Progress Balances	At time of go-live	Monthly or lump sum balance at go-live, dependent upon decision made in Project Conversion Guide
Projects	Project Cost (Non-WIP)	At time of go-live	Monthly or lump sum balance at go-live, dependent upon decision made in Project Conversion Guide

Functional Area	Data Element	Scope Assumption	Comments
Projects	Project Budgets	Life-to-date budgets	
Projects	Project Plans	At time of go-live	
Projects	Resource Plans	At time of go-live	
Project Billing	Contract Rate Sheets	At time of go-live	If Project Billing is in scope
Suppliers	Active Suppliers	Suppliers that have been paid in the last year	
Suppliers	Supplier Invoice History	Out of scope	Not recommended unless there is a direct need for it
Suppliers	Unpaid Supplier Invoices	At time of go-live	
Suppliers	Open Supplier Contracts	At time of go-live	Client is encouraged to close these in the source system prior to conversion
Banking	Bank Balances	At time of go-live	
Banking	Missing Deposits / Deposits In Transit	At time of go-live	
Banking	Outstanding Checks (i.e. Uncleared Checks)	At time of go-live	
Expenses	Open Expense Reports	Out of scope	Not recommended. Client is encouraged to close these in the source system prior to conversion

Functional Area	Data Element	Scope Assumption	Comments
Business Assets	Active Business Assets	At time of go-live	Includes original asset costs, accumulated depreciation, and current year depreciation if applicable
Budgets	Current Year Budget	Current fiscal year financial budget	For an end of year implementation, best practice is to convert next year's Budget/Forecast amounts if it's finalized in time for go-live.
Grants	Active Grant Worktags	At time of go-live	
Grants	Active Award Contracts	At time of go-live	Includes Award Schedules
Grants	Active Grantors / Sponsors	At time of go-live	
Grants	Award Billing Schedules	At time of go-live	
Cross	Attachments/Documents	Out of Scope	All attachments and supporting documents related to current or historical transactions will not be converted into Workday

Data Conversion Roles and Responsibilities

Role	Summary
Lead	The party ultimately responsible for the activity.
Assist	The party provides active assistance for the activity.

Role	Summary
Participate	The party provides passive assistance for the activity.
Share	Both parties share equal responsibility for the activity.
None	The party has no role in the activity.

Indicator	Response	Description
S	Supports	The Proposal supports the prescribed responsibility roles with its proposed data conversion methodology and approach.
C	Conflict	The Proposal has a conflict with the prescribed responsibility roles and proposes alternate responsibility in its proposed data conversion methodology and approach.

No	Data Conversion Activity	Contractor Role	The State's Role	Response	Other Comments
1	Perform Conversion Analysis of Existing Legacy Data	Lead	Participate	S	
2	Perform Crosswalk Development of Legacy Data From Legacy System to New System	Lead	Participate	S	
3	Provide Conversion Data	None	Lead	S	The Contractor will provide the PeopleSoft SQR tool to assist the State in the data extraction
4	Provide File Layouts/Data Maps of Existing System	None	Lead	S	
5	Proof Data Provided	Assist	Lead	S	

Role		Summary			
6	Analysis of Data to be Converted	Lead	Assist	S	
7	Developing and Testing Conversions	Lead	None	S	
8	Review and Correct Errors	Share	Share	S	
9	Load Converted Data Into Training Database	Lead	Participate	S	
10	Confirmation of Converted Data in Training Database	None	Lead	S	
11	Approval/Signoff of Converted Data in Training Database	None	Lead	S	
12	Load Converted Data Into Live Database	Lead	Participate	S	
13	Confirmation of Converted Data Into Live Database	None	Lead	S	
14	Approval/Signoff of Converted Data in Live Database	None	Lead	S	

7.3.3 Report Scope

The Workday application comes with over 4,000 standard reports as well as the ability to develop specific reports according to need. Benefits to the State include Ad-hoc reporting capabilities without the use of custom code, ability for self-service, and the retrieval of real time data.

The Contractor shall provide reporting services and tools to accomplish three (3) broad objectives upon the Go-Live of the project:

- Deploy all standard reports, queries, and forms in conjunction with the appropriate preparation of end-users to know how to access, execute, and apply the data to their respective functions;

- Assist the State in achieving their reporting needs as defined by the Functional Requirements; and
- Train the State personnel to address future reporting needs.
- Define, document, and train select the State personnel on the software tools and methodologies to address future reporting needs of the State

The Contractor will provide the following services, to develop the Reports, Queries, and Forms Strategy and Plan:

- Work with the State to identify reports required for normal business operations in the respective functional areas; and
- Create a disposition for identified reports when the Workday SaaS software solution is deployed using the following options:
  - Using standard Workday reporting functionality or delivered reports and dashboards to provide the information the State desires
  - Develop up to forty (40) custom reports based on Workday business objects. Twenty custom reports to be allocated towards the HCM deployment and twenty towards the Financials deployment.
  - Delivery of pre-developed Guidehouse public sector dashboards in addition to (10) custom dashboards based on Workday business objects. Five custom dashboards to be allocated towards the HCM deployment and five towards the Financials deployment.
  -

The following table describes the roles and responsibilities for reporting activities:

Activity/Deliverable Name	Activity/Deliverable Description	Primary Owner	Support
Reporting and Analytics Workshop	Meeting(s) to discuss Workday reporting capabilities and implementation approach	Contractor	The State
Reporting Inventory	Gather, prioritize and disposition the State's reporting requirements	The State	Contractor
KPI Identification	Identify Key Performance Indicators to be developed and delivered at deployment. These identified KPI's will be the result of Base Camp processes to identify value drivers for the State and measurable indicators through KPI's.	Contractor	The State
Data Maturity Assessment	Analyze and roadmap the State's data analytics maturity to measure how well the State uses the	Contractor	The State

Activity/Deliverable Name	Activity/Deliverable Description	Primary Owner	Support
	information they possess to make data driven business decisions.		
Deliver pre-defined Reports and dashboards	Contractor will configure custom pre-developed public sector reports and transition ownership to the State	Contractor	The State
Report Build	Develop required custom reports and KPI's	Shared	Shared

Contractor Reports

Scope includes loading up to 10 Contractor developed public sector dashboards, five pertaining to the HCM deployment and five pertaining to Financials.

Standard Reports

The Contractor shall deploy available standard Workday reports that are applicable to the State.

Custom Reports

It is the intent of the State and Contractor for the State to use standard reports in the Workday solution where possible. The Contractor will own the development of forty (40) custom reports of varying complexity as prioritized by the State, for additional custom reporting needs, the Contractor has included a reporting workshop to orient the State report writers to Workday's report writing tools. The State will be responsible for all additional custom report development.

7.3.4 PRISM Analytics Scope

PRISM Analytics blends external data with Workday data to generate new Workday Data Sources to be used in Workday reporting. Professional and Implementation Services provided by the Contractor are targeted to enable the State to deploy the Workday PRISM Analytics solution with the identified and agreed upon use cases.

The PRISM Analytics scope for the State includes a total of four (4) PRISM Analytics use cases, two to be used as part of the HCM deployment and two to be used for Financials The Contractor will host a data history workshop that will help the State confirm the requirements and approach to each historical data element. The Contractor will also work to prioritize the history with the State and deploy two high priority use cases as part of the HCM and Financial Implementations as decided by the State. The use cases will be limited to a single published data source and up to two (2) reports. The State and Contractor will begin work during Base Camp to define the use cases and the Contractor has included hours to support the State in the development of additional use cases for the duration of the deployment. Examples of use cases that the State may need are:

- Job and Position History
- General Legacy HR Data Changes

- Legacy Payroll Results Data
- Historical GL Balances
- Historical AP Transactions
- Historical AR Transactions

7.3.5 Authentication Configuration

There are multiple ways the Workday Service can be configured for user authentication. The Authentication section below describes the various options. It indicates which option(s) the State expects to deploy, and the expected level of effort for the Contractor to configure the Workday Service authentication mechanism, communicate Workday's requirements for State-owned deliverables, and assist with appropriate testing.

Authentication Method	The State **Responsible to Provide**
SAML 2.0 Authentication via SAML HTTP Post API	SAML 2.0 Authentication response compliant to Workday's SAML schema requirements

Authentication Assumptions

- State will deploy a multi-factor authentication solution in production.
- State will have all Workday users authenticate to Workday via multi-factor authentication.
- State is responsible for all configurations associated with State-owned multi-factor authentication solution.
- If State decided not to have Workday users authenticate via a Multi-factor Authentication solution, or does not have a Multi-factor Authentication solution, State assumes all risks of single factor authentication.

7.4 STATE-CAUSED DELAYS.

Contractor acknowledges that the State may not be able to meet the time frames specified in an IMS or that the State may determine that it is necessary to delay and/or modify the timing and sequencing of the implementation as provided in the IMS. While the State is committed to the project and shall use reasonable efforts to provide staff and resources necessary to satisfy all such time frames, the State shall not be held responsible or deemed in default for any delays in Solution implementation provided the State uses its reasonable efforts to accomplish its designated responsibilities and obligations as set forth in the IMS. In addition, the State may, at its option, delay implementation and installation of the Solution, or any part thereof. Notwithstanding any provision to the contrary, if the State Significantly Delays implementation of the Solution, either party may make a Change Request in accordance with Section 10, “Change Order Process,” and, if required, an amendment to this Contract. Contractor agrees to adjust the IMS and Payment Milestones deadlines to take into account any State-caused delays; provided, however, that Contractor shall continue to perform any and all activities not affected by such State-caused delay. In the event the State’s adjustment to the IMS causes Contractor scheduling conflicts or personnel unavailability, the State and Contractor shall prepare a revised mutually agreeable IMS which may delay the commencement and completion dates of the project and shall take into consideration the readjusted time frames and any necessary resequencing of the activities. Such readjustment, rescheduling or modification of the Project shall be at no additional cost to the State if the delays are less than or equal to thirty (30) days.

For purposes of this Section, a “Significant Delay” shall mean any delay that in itself will cause a slippage of thirty (30) calendar days or more in a Go Live date.

7.5 THIRD PARTY RESOURCES.

From time to time State may request that Contractor obtain and provide to the State, at the State’s expense, third party Resources related to the Services but outside the scope of what Contractor is then obligated to provide hereunder, including the benefit of any volume purchasing discounts, pricing or terms available to the State or its supplier. Contractor shall notify the State at the time of any such request of any relationships Contractor may have with such suppliers that may be of benefit to the State in this respect. To the extent that State may have a more favorable relationship with any third party supplier, upon notice from State, Contractor agrees to consider such Resources from State’s designated supplier. Contractor will not add an administrative fee or other markup to any third party Resources it procures on behalf of or for the benefit of State and the Services provided hereunder.

7.6 STATE THIRD PARTY SOFTWARE.

A list of all Third Party Software licensed by the State for purposes of Contractor’s performance of the Services is attached to this Attachment A as Exhibit 3. Contractor will assume operational and financial responsibility for such Third Party Software and any related maintenance obligations to the same extent as if Contractor were the licensee of such Third Party Software. Contractor will cease use of such Third Party Software upon expiration or termination of this Contract.

8.0 ACCEPTANCE

8.1 ACCEPTANCE TESTING BY THE STATE FOLLOWING IMPLEMENTATION.

After Contractor provides written notice to the State that it has completed a Phase of the Solution, the State shall, in accordance with the Formal Acceptance Criteria agreed by the parties, and with full cooperation and assistance from Contractor, conduct all such inspections and tests of the Phase as the State may deem necessary or appropriate to determine whether any Defects exist in the Phase as implemented and whether the Phase as installed materially complies with all of the Installation Test Specifications and Phase specifications as set forth in the Requirements and detailed IMS. Such inspections and tests shall be over a duration mutually agreed upon by the State and Contractor, per Phase, from the date a notice of completion is issued (the "Acceptance Period"). Contractor shall correct all Defects during the Acceptance Period or present the State with an Alternative Resolution Plan to fix such problems within the Acceptance Period, which can be extended by mutual agreement. Upon correction of the defect(s) Contractor shall issue to the State a written Certificate of Completion indicating that no Defects are known to exist in the Phase and/or Solution. The State shall be deemed to have accepted and approved the particular Phase or Solution only upon the State's delivery to Contractor of a signed, written Certificate of Acceptance indicating that the Phase or the Solution, as the case may be, as completed, materially performs in accordance with the Requirements.

If at the end of the Acceptance Period, the State has not issued a signed Certificate of Acceptance to Contractor for that Phase or the Solution, the State may, in its sole discretion, extend the Acceptance Period; provided, however, that the State shall respond within fifteen (15) business days of a written request by Contractor issued after the end of the original Acceptance Period to provide Contractor with the State's status of approval or disapproval for that Phase or the Solution. Failure of the State to provide status of approval or disapproval within forty-five (45) business days of original Acceptance Period, shall deem such Deliverable and Services Accepted. Any rejection must be in writing and specify the reason for the rejection and must be based upon the continued existence of a Defect in the Phase or Solution or failure of the Phase or Solution to materially perform in accordance with the Requirements. The Certificate of Acceptance shall not be unreasonably withheld by the State. If a Certificate of Acceptance for a Phase or the Solution is signed and delivered by the State, Contractor shall sign said Certificate, with both parties receiving a copy thereof.

8.2 DELIVERABLE CRITERIA AND ACCEPTANCE

As Contractor completes the deliverable(s), it will present State with Acceptance Forms and/or electronic approval via the Collaboration and Project Management Site (CAMPSite). Within five (5) business days (excluding days marked as holidays as noted per State's calendar to be furnished in advance of execution of this Contract) or another period of time mutually agreed upon by State and Contractor of State's receipt of the deliverable(s) and Acceptance Form from Contractor ("Acceptance Period"), State shall either (a) approve the Acceptance Form electronically to signify State's agreement that the deliverable(s) comply with their respective acceptance criteria ("Accept") or (b) notify Contractor in writing of the basis of its belief that the deliverable(s) do not comply with their respective acceptance criteria ("Reject"). If State does not Accept or Reject a deliverable prior to expiration of the applicable Acceptance Period, the project timeline may extend beyond the agreed upon schedule. Every attempt will be made to rectify concerns and come to an Acceptance of the deliverable, including escalation to the Steering Committee for action. If a deliverable has not been accepted after three attempts to redeliver, then State can either 1) accept the deliverable or 2) terminate the Agreement. Acceptance by State shall not be unreasonably withheld.

As part of overarching deliverable acceptance, Contractor will utilize CAMPSite to capture electronic approval from State for the payment milestones outlined in section 8.1. An automated workflow will provide State a notification inside of CAMPSite as well as through email, that a milestone has been submitted for review. Acceptance will capture date, timestamp, and approval information with full history available. If a milestone is deemed unacceptable, State will both reject and provide comments directly within CAMPSite for Contractor to review and remediate prior to re-submission.

9.0 THIRD PARTY COOPERATION

The State may hire other independent contractors as it may require to assist with the project. Contractor will cooperate with the State and the third party, including provision of: (i) written Documentation requested by the State; (ii) commercially reasonable assistance and support services to such third party; and (iii) reasonable access to Contractor as necessary for such third parties to perform their work. The State shall use reasonable efforts to require such third parties to comply with Contractor's reasonable requirements regarding confidentiality, operations, standards, and security. Contractor shall support and maintain such third party work product, provided the service provider complies with any Documentation applicable to Contractor in respect of the Services involved.

10.0 CONTRACT/PROJECT CHANGE ORDER PROCESS

[NOTE: AS EXPLAINED HEREIN, THIS SECTION IS NOT APPLICABLE FOR ANY AND EVERY RFP AND SHOULD BE DELETED AS APPROPRIATE]

The parties acknowledge and agree that the avoidance of project delays is critical to the Contractor's ability to provide the services and for maintaining the project budget and timeline. In the event of any project delay due to the fault of the State, the Contractor, or causes not in the control of either party, the parties will work to mitigate the effects of such a delay.

If the issue escalation process has been exhausted, either party may convene a Steering Committee meeting to resolve such delays and to develop a mutually agreed upon solution. The Steering Committee will take into consideration the cause of the delay and negotiate in good faith. If the Steering Committee determines there are project impacts, including, but not limited to, changes in project scope, estimated level of effort, project timeline, project resource commitments, or fees and/or expenses, a mutually agreed upon change order will be entered into in accordance with the Agreement. All Change Orders must have written approval by the appropriate State authority.

For projects involving IT Implementation services, where frequent and/or multiple minor changes to the project schedule or deliverables are anticipated, the following process may be utilized to effectuate such minor changes without undue project delays ("Change Orders").

Changes to a Contract during its term may incur additional costs and possible delays relative to the project schedule, or may result in less cost to the State (for example, the State decides it no longer needs a deliverable in whole or part) or less effort on the part of a selected vendor. A Change Order shall define the effort involved in implementing the change, the total cost or associated savings to the State, of implementing the change, and the effect, if any, of implementing the change on the project schedule.

Any change that alters the essential terms of the original contract, including any change that expands or decreases the statement of work, the contract duration, the payment terms and/or the contract maximum amount, shall require a Contract Amendment in accordance with State contracting policies and procedures. Under no circumstances may a Change Order be used where a Contract Amendment is otherwise required pursuant to the Contract Amendments, Approval and Execution process set forth in State Administrative Bulletin 3.5.

Change Orders will be developed jointly and every effort will be made to adhere to the approved Project Plan. The Project Manager for the State and the Project Manager for a Contractor will decide whether a Change Order is necessary. If a Change Order is necessary, the Project Manager for requesting party will prepare a Change Order Request detailing the impacts on scope, schedule, deliverables, resources, and cost. The Change Order Request must be submitted to the non-requesting party for review. The non-requesting party will make its best efforts to either approve or deny the Change Order in writing within (10) business days. In no event shall any delay in the approval or denial of a Change Request constitute a deemed approval by the State.

The State will not pay any additional fees for the effort involved in developing a Change Order. The Contractor shall bear the cost of estimating the cost or savings, time, and Contractor resources required to implement all Change Order Requests forthcoming from the State during the course of the Project.

All Change Orders that are mutually agreed upon must:

a. be in writing and describe, with specific reference to the applicable section(s) of the contract, what is being added, deleted or otherwise modified;
b. be signed by both the State and the Contractor;
c. include the original contract number and a sequential Change Order number;
d. include Contractor certifications regarding Taxes, Debarment, and Child Support, as detailed in State Administrative Bulletin 3.5, Section XIII(A)(c); and
e. be consolidated into a formal Contract Amendment whenever an amendment would otherwise be required by State Administrative Bulletin 3.5.

11.0 APPENDIX: ADDITIONAL SCOPING PARAMETERS AND ASSUMPTIONS

11.1 ORGANIZATIONAL CHANGE MANAGEMENT

The primary purpose of the proposed Change Management strategy is to facilitate a smooth transition to the State's newly implemented Workday system by informing users and stakeholders of the changes that will occur through consistent communication and active, positive engagement. Organizational change management will occur throughout our entire project. Our change management team begins with active involvement in all Base Camp activities to ensure the People aspect of the GH+ Workday methodology is successful. To truly put transformation into action we must bridge the way things are done today with the transformation vision of the implementation. Change Management Deliverables are embedded in each methodology phase, see Section 3 – Methodology above for more detail.

11.2 TRAINING AND DEVELOPMENT

The Contractor will deliver training through a "Train the Trainer" approach.

First, we will determine who will be trained and what training they will require. A key success factor in training is an analysis of the needs of different types of users. A key part of this segment will be working with the State to create a Training Plan.

We will then develop training materials, in collaboration with the State's trainers and facilitate training sessions for the State's trainers. Training materials will be creative, informative, and user-friendly, and designed to be used for training purposes as well as serving as resources for participants back on the job. Emphasis is placed on the quality of the participant guides, instructor manuals, job aids, and other materials developed for each training program.

The materials will be developed so that after go-live, training can be delivered by the State instructors for new staff. The State instructors will be taught how to deliver the course(s) through a train-the-trainer initiative that will provide for a rapid deployment of learning.

the State will execute training with the support of the Contractor. Training will initially be rolled out by the Contractor to the State of the State's trainers. The State's trainers will subsequently deliver training to the End Users, Technical and Administrative Users, and IT Service Desk members. While the Contractor will not directly deliver the training to end users, we will work closely with the State's trainers to provide advice and mentoring, update materials if needed based on feedback, and assist in reviewing evaluations.

Before we close out the project, we will ensure that the knowledge gained during the engagement is formally passed on to the State. We will hold knowledge transfer sessions as needed to build off earlier train the trainer activities. We will also hold a project wrap-up meeting and create a lessons-learned document.

Training deliverables include:

1. High-level assessment of end user training needs
2. Training Plan including:
    a. Training goals and objectives

   b. High level syllabi and/or outlines for each Module
   c. Training Schedule
3. Participant guides
4. Instructor manuals
5. Training exercises
6. Job Aids for end users
7. Computer-Based/web-based training(s)
8. Quick reference guides/quick tips
9. Delivery of train the trainer sessions
10. Training materials posted to the State LMS, if directed
11. Participant evaluation of the course
12. Analysis of completed course evaluations
   a. Pre and post training tests
   b. Analysis of pre and post training test results
   c. Post evaluation survey
13. Evaluation process to measure return-on-investment
14. Additional training knowledge transfer sessions

11.3 GENERAL ASSUMPTIONS FOR ORGANIZATIONAL CHANGE MANAGEMENT

The following assumption(s) apply to Organizational Change Management:

Area	Summary	Description
OCM	OCM Activities	the State will support project communications by sending Vermont approved messaging using its existing communication channels, including enterprise email distribution systems, newsletters, and the intranet, as needed per communications planning. Additionally, owners of these communication channels will provide support to the Contractor's team when initially deploying communications through these channels.
OCM	OCM Activities	the State, as needed, will share insights and relevant information with the Contractor on employee resistance faced by users or staff regarding process, policy, and technology changes. This information is critical to successful organizational change management.
OCM	OCM Activities	All change management work products are developed in English. Any translations are at the sole responsibility of the customer.

The following assumption(s) apply to Training:

Area	Summary	Description
Training	Training Access	the State will provide training space and computer access for Train the Trainer training.
Training	Training Administration	the State will be responsible for printing end user training materials developed for the project.
Training	Training Administration	Trainings will be scheduled by the State points of contact.
Training	Training Delivery and Population Sizes	End user training will be delivered in a "Train the Trainer" format. Based on the information provided by the State, the number of trainers participating in Contractor-led train-the-trainer sessions are estimated to be between 10 and 15 trainers. In the event the State wishes the Contractor to deliver end user training directly, this may be scoped and priced separately.
Training	Training Length	Train-the-Trainer sessions are estimated to be 3-5 days for each phase.
Training	Project Team Training	The State resources will have successfully completed the required Workday-provided technical training prior to the Contractor training and will possess a baseline of computer operation skills.

11.4

ATTACHMENT B. PAYMENT PROVISIONS

The maximum dollar amount payable under this contract is not intended as any form of a guaranteed amount. The Contractor will be paid for products or services actually delivered or performed, as specified in Attachment A, up to the maximum allowable amount specified on page 1 of this contract.

1. Prior to commencement of work and release of any payments, Contractor shall submit to the State:
   a. a certificate of insurance consistent with the requirements set forth in Attachment C, Section 8 (Insurance), and with any additional requirements for insurance as may be set forth elsewhere in this contract; and
   b. a current IRS Form W-9 (signed within the last six months).
2. Payment terms are **Net 30** days from the date the State receives an error-free invoice with all necessary and complete supporting documentation.
3. Contractor shall submit detailed invoices itemizing all work performed during the invoice period, including the dates of service, rates of pay, hours of work performed, and any other information and/or documentation appropriate and sufficient to substantiate the amount invoiced for payment by the State. All invoices must include the Contract # for this contract.
4. Invoices shall be submitted to the State at the following address:

   ADS.ITpurchasing@vermont.gov

   Vermont, Agency of Digital Services
   1 National Life Drive
   2nd Floor Dewey Building Montpelier,
   VT 05620-2101

5. Contractor shall submit invoices to the State upon State submission Acceptance of a deliverable in accordance with the schedule for delivered products, or rates for services performed set forth below:

Payment Schedule – Workday Implementation Project		
Implementation Phase	Deliverable/Milestones	Phase Payment
Base Camp – HCM	Base Camp Initiation	$510,468.00
	Vision Statement that documents Project's "North Stars"	
	GH+ Discovery Workshop Notes	$510,468.00
	Recommended Roadmap	

	Analysis of KPI’s	
	Customer Training Plan	
	Baseline Process Delta Reviews	
Plan – HCM	Project Initiation Kick Off	$510,468.00
	Project Organizational Structure	
	Baseline Project Schedule	
	Tenant Strategy	
	Communications Plan	
Architect and Configure – HCM	Workset A – Design Sessions, Configuration & Business Process (BP) Workbook Completion, Data Load	$510,468.00
	Workset A – Playback	$510,468.00
	Workset B – Design Sessions, Configuration & BP Workbook Completion, Data Load	$510,468.00
	Workset B – Playback	$510,468.00
	Workset C – Design Sessions, Configuration & BP Workbook Completion, Data Load	$510,468.00
	Workset C – Playback	$510,468.00
	Customer Confirmation Session Completion	$510,468.00
	Unit Testing Complete	$510,468.00

Test – HCM	End to End Tenant Build Complete	$510,468.00
	Parallel Tenant Build Complete	$510,468.00
	Testing Stage Complete	$510,468.00
Adaptive Planning	Adaptive Planning Project Initiation	$510,468.00
	Adaptive Planning Go-Live	$510,468.00
Deploy – HCM	Employees Live on Workday HCM	$510,468.00
Warranty – HCM	First 2 payrolls complete	$510,468.00
	90 Day Warranty Complete	$480,468.00
People Analytics (Phase 1c)	People Analytics Initiation	$15,000.00
	People Analytics Live in Workday	$15,000.00
Base Camp – Financials		
Plan – Financials		

Architect and Configure – Financials		
Test – Financials		
Deploy – Financials		
Warranty – Financials		

5. EXPENSES: The fee for services shall be inclusive of Contractor expenses.

RETAINAGE: In the discretion of the State, a contract resulting from this RFP may provide that the State withhold 10% of the total amount payable for some or all deliverables, such retainage to be payable upon satisfactory completion and State acceptance in accordance with the terms and conditions of the contract.

INVOICE DISPUTES: If the State disputes all or a portion of any invoice, the State shall inform Contractor in writing of the nature of the dispute as soon as practicable after invoice receipt. Contractor will resubmit an invoice with only undisputed amounts listed, and upon resolution of any items under dispute, Contractor will resubmit those resolved items on a separate invoice which the State agrees to pay within 30 days of original invoice receipt date. The State's written notice to Contractor of a dispute must contain reasonable detail so that Contractor can investigate the issue. Contractor shall respond to the State's notice within ten (10) business days with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in the State's notice and the State shall pay such resolved invoice within ten (10) days from resolution. The Parties will make reasonable efforts to resolve all remaining issues, if any. Contractor will not suspend delivery of Services as a result of invoice(s) that are under dispute in accord with the terms above. Except where otherwise agreed by the Parties, Contractor shall book all travel arrangements at least fourteen (14) days in advance of the scheduled departure date. Travel bookings within a fourteen (14) calendar day period prior to the scheduled travel will require advance, written approval of the State and authorization for the costs. Airfare shall be booked at a coach rate only. Contractor acknowledges that the State is a governmental entity and, as such, that the State is funded by annual appropriations through governing bodies. Contractor agrees that a non-appropriation of funds by the State shall relieve the State of payment requirements under this section. The State will endeavor provide at least thirty (30) days prior notice and sufficient evidence of such non-appropriation of funds.

ATTACHMENT C: STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS

REVISED DECEMBER 15, 2017

1. Definitions: For purposes of this Attachment, “Party” shall mean the Contractor, Grantee or Subrecipient, with whom the State of Vermont is executing this Agreement and consistent with the form of the Agreement. “Agreement” shall mean the specific contract or grant to which this form is attached.

2. Entire Agreement: This Agreement, whether in the form of a contract, State-funded grant, or Federally-funded grant, represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.

3. Governing Law, Jurisdiction and Venue; No Waiver of Jury Trial: This Agreement will be governed by the laws of the State of Vermont. Any action or proceeding brought by either the State or the Party in connection with this Agreement shall be brought and enforced in the Superior Court of the State of Vermont, Civil Division, Washington Unit. The Party irrevocably submits to the jurisdiction of this court for any action or proceeding regarding this Agreement. The Party agrees that it must first exhaust any applicable administrative remedies with respect to any cause of action that it may have against the State with regard to its performance under this Agreement. Party agrees that the State shall not be required to submit to binding arbitration or waive its right to a jury trial.

4. Sovereign Immunity: The State reserves all immunities, defenses, rights or actions arising out of the State’s sovereign status or under the Eleventh Amendment to the United States Constitution. No waiver of the State’s immunities, defenses, rights or actions shall be implied or otherwise deemed to exist by reason of the State’s entry into this Agreement.

5. No Employee Benefits For Party: The Party understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the State withhold any state or Federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the Agreement. The Party understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the Party, and information as to Agreement income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.

6. Independence: The Party will act in an independent capacity and not as officers or employees of the State.

7. Defense and Indemnity: The Party shall defend the State and its officers and employees against all third party claims or suits for (a) death or bodily injury, (b) damage to real or tangible property, or (c) United States patent, copyright, or trademark infringement, directly arising in whole or in part from any grossly negligent act or willful omission of the Party or of any agent of the Party in connection with the performance of this Agreement. The State shall notify the Party in the event of any such claim or suit, and the Party shall immediately retain counsel and otherwise provide a complete defense against the entire claim or suit. The State retains the right to participate at its own expense in the defense of any claim. The State shall have the right to approve all proposed settlements of such claims or suits.

After a final judgment or settlement, the Party may request recoupment of specific defense costs and may file suit in Washington Superior Court requesting recoupment. The Party shall be entitled to recoup costs only upon a showing that such costs were entirely unrelated to the defense of any claim arising from an act or omission of the Party in connection with the performance of this Agreement.

The Party shall indemnify the State and its officers and employees if the State, its officers or employees become legally obligated to pay any damages or losses arising from any act or omission of the Party or an agent of the Party in connection with the performance of this Agreement.

Notwithstanding any contrary language anywhere, in no event shall the terms of this Agreement or any document furnished by the Party in connection with its performance under this Agreement obligate the State to (1) defend or indemnify the Party or any third party, or (2) otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or other costs of the Party or any third party.

8. Insurance: Before commencing work on this Agreement the Party must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the Party to maintain current certificates of insurance on file with the State through the term of this Agreement. No warranty is made that the coverages and limits listed herein are adequate to cover and protect the interests of the Party for the Party's operations. These are solely minimums that have been established to protect the interests of the State.

Workers Compensation: With respect to all operations performed, the Party shall carry workers' compensation insurance in accordance with the laws of the State of Vermont. Vermont will accept an out-of-state employer's workers' compensation coverage while operating in Vermont provided that the insurance carrier is licensed to write insurance in Vermont and an amendatory endorsement is added to the policy adding Vermont for coverage purposes. Otherwise, the party shall secure a Vermont workers' compensation policy, if necessary to comply with Vermont law.

General Liability and Property Damage: With respect to all operations performed under this Agreement, the Party shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operations
Products and Completed Operations
Personal Injury Liability
Contractual Liability

The policy shall be on an occurrence form and limits shall not be less than:
$1,000,000 Each Occurrence
$2,000,000 General Aggregate
$1,000,000 Products/Completed Operations Aggregate
$1,000,000 Personal & Advertising Injury
Automotive Liability: The Party shall carry automotive liability insurance covering all motor vehicles, including hired and non-owned coverage, used in connection with the Agreement. Limits of coverage shall not be less than $500,000 combined single limit. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, limits of coverage shall not be less than $1,000,000 combined single limit.

Additional Insured. The General Liability and Property Damage coverages required for performance of this Agreement shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. If performance of this Agreement involves construction, or the transport of persons or hazardous materials, then the required Automotive Liability coverage shall include the State of Vermont and its agencies, departments, officers and employees as Additional Insureds. Coverage shall be primary and non-contributory with any other insurance and self-insurance.

Notice of Cancellation or Change. There shall be no cancellation, change, potential exhaustion of aggregate limits or non-renewal of insurance coverage(s) without thirty (30) days written prior written notice to the State.

9. Reliance by the State on Representations: All payments by the State under this Agreement will be made in reliance upon the accuracy of all representations made by the Party in accordance with this Agreement, including but not limited to bills, invoices, progress reports and other proofs of work.

10. False Claims Act: The Party acknowledges that it is subject to the Vermont False Claims Act as set forth in 32 V.S.A. § 630 *et seq.* If the Party violates the Vermont False Claims Act it shall be liable to the State for civil penalties, treble damages and the costs of the investigation and prosecution of such violation, including attorney's fees, except as the same may be reduced by a court of competent jurisdiction. The Party's liability to the State under the False Claims Act shall not be limited notwithstanding any agreement of the State to otherwise limit Party's liability.

11. Whistleblower Protections: The Party shall not discriminate or retaliate against one of its employees or agents for disclosing information concerning a violation of law, fraud, waste, abuse of authority or acts threatening health or safety, including but not limited to allegations concerning the False Claims Act. Further, the Party shall not require such employees or agents to forego monetary awards as a result of such disclosures, nor should they be required to report misconduct to the Party or its agents prior to reporting to any governmental entity and/or the public.

12. Location of State Data: No State data received, obtained, or generated by the Party in connection with performance under this Agreement shall be processed, transmitted, stored, or transferred by any means outside the continental United States, except with the express written permission of the State.

13. Records Available for Audit: The Party shall maintain all time sheet and expense report records pertaining to performance under this agreement. “Records” means any written or recorded time sheet and expense report information, regardless of physical form or characteristics, which is produced or acquired by the Party in the performance of this agreement. Records produced or acquired in a machine readable electronic format shall be maintained in that format. The Rrecords described shall be made available during normal business hoursat reasonable times during the period of the Agreement, but no more than once annually, and for three years thereafter or for any period required by law for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three-year period, the Rrecords shall be retained until all litigation, claims or audit findings involving the records have been resolved.

14. Fair Employment Practices and Americans with Disabilities Act: Party agrees to comply with the requirement of 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Party shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, as amended, that qualified individuals with disabilities receive equitable access to the services, programs, and activities provided by the Party under this Agreement.

15. Set Off: The State may set off any sums which the Party owes the State against any sums due the Party under this Agreement; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

16. Taxes Due to the State:

A. Party understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.

B. Party certifies under the pains and penalties of perjury that, as of the date this Agreement is signed, the Party is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.

C. Party understands that final payment under this Agreement may be withheld if the Commissioner of Taxes determines that the Party is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.

D. Party also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Party has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Party has no further legal recourse to contest the amounts due.

17. Taxation of Purchases: All State purchases must be invoiced tax free. An exemption certificate will be furnished upon request with respect to otherwise taxable items.

18. Child Support: (Only applicable if the Party is a natural person, not a corporation or partnership.) Party states that, as of the date this Agreement is signed, he/she:

A. is not under any obligation to pay child support; or

B. is under such an obligation and is in good standing with respect to that obligation; or

C. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Party makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Party is a resident of Vermont, Party makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

19. Sub-Agreements: Party shall not assign, subcontract or subgrant the performance of this Agreement or any portion thereof to any other Party without the prior written approval of the State. Party shall be responsible and liable to the State for all acts or omissions of subcontractors and any other person performing work under this Agreement pursuant to an agreement with Party or any subcontractor.

In the case this Agreement is a contract with a total cost in excess of $250,000, the Party shall provide to the State a list of all proposed subcontractors and subcontractors' subcontractors, together with the identity of those subcontractors' workers compensation insurance providers, and additional required or requested information, as applicable, in accordance with Section 32 of The Vermont Recovery and Reinvestment Act of 2009 (Act No. 54).

Party shall include the following provisions of this Attachment C in all subcontracts for work performed solely for the State of Vermont and subcontracts for work performed in the State of Vermont: Section 10 ("False Claims Act"); Section 11 ("Whistleblower Protections"); Section 12 ("Location of State Data"); Section 14 ("Fair Employment Practices and Americans with Disabilities Act"); Section 16 ("Taxes Due the State"); Section 18 ("Child Support"); Section 20 ("No Gifts or Gratuities"); Section 22 ("Certification Regarding Debarment"); Section 30 ("State Facilities"); and Section 32.A ("Certification Regarding Use of State Funds").

20. No Gifts or Gratuities: Party shall not give title or possession of anything of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this Agreement.

21. Copies: Party shall use reasonable best efforts to ensure that all written reports prepared under this Agreement are printed using both sides of the paper.

22. Certification Regarding Debarment: Party certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, neither Party nor Party's principals (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible or excluded from participation in Federal programs, or programs supported in whole or in part by Federal funds.

Party further certifies under pains and penalties of perjury that, as of the date that this Agreement is signed, Party is not presently debarred, suspended, nor named on the State's debarment list at: http://bgs.vermont.gov/purchasing/debarment

23. Conflict of Interest: Party shall fully disclose, in writing, any conflicts of interest or potential conflicts of interest.

24. Confidentiality: Party acknowledges and agrees that this Agreement and any and all information obtained by the State from the Party in connection with this Agreement are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq.

25. Force Majeure: Neither the State nor the Party shall be liable to the other for any failure or delay of performance of any obligations under this Agreement to the extent such failure or delay shall have been wholly or principally caused by acts or events beyond its reasonable control rendering performance illegal or impossible (excluding strikes or lock-outs) such as acts of God, electronic virus attack or infiltration, civil or military authority action, civil disturbance, war, epidemic, pandemic, strike and other labor disputes, fires, floods, other catastrophes and other forces beyond its reasonable control making it commercially impracticable to perform the obligations of this Agreement ("Force Majeure"). Where Force Majeure is asserted, the nonperforming party must prove that it made all reasonable efforts to remove, eliminate or minimize such cause of delay or damages, diligently pursued performance of its obligations under this Agreement, substantially fulfilled all non-excused obligations, and timely notified the other party of the likelihood or actual occurrence of an event described in this paragraph.

26. Marketing: Party shall not refer to the State in any publicity materials, information pamphlets, press releases, research reports, advertising, sales promotions, trade shows, or marketing materials or similar communications to third parties except with the prior written consent of the State.

27. Termination:

A. Non-Appropriation: If this Agreement extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this Agreement, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of existing appropriation authority. In the case that this Agreement is a Grant that is funded in whole or in part by Federal funds, and in the event Federal funds become unavailable or reduced, the State may suspend or cancel this Grant immediately, and the State shall have no obligation to pay Subrecipient from State revenues.

B. Termination for Cause: Either party may terminate this Agreement if a party materially breaches its obligations under this Agreement, and such breach is not cured within thirty (30) days after delivery of the non-breaching party's notice or such longer time as the non-breaching party may specify in the notice.

C. Termination Assistance: Upon nearing the end of the final term or termination of this Agreement, without respect to cause, the Party shall take all reasonable and prudent measures to facilitate any transition required by the State. All State property, tangible and intangible, shall be returned to the State upon demand at no additional cost to the State in a format acceptable to the State.

28. Continuity of Performance: In the event of a dispute between the Party and the State, each party will continue to perform its obligations under this Agreement during the resolution of the dispute until this Agreement is terminated in accordance with its terms.

29. No Implied Waiver of Remedies: Either party's delay or failure to exercise any right, power or remedy under this Agreement shall not impair any such right, power or remedy, or be construed as a waiver of any such right, power or remedy. All waivers must be in writing.

30. State Facilities: If the State makes space available to the Party in any State facility during the term of this Agreement for purposes of the Party's performance under this Agreement, the Party shall only use the space in accordance with all policies and procedures governing access to and use of State facilities which shall be made available upon request. State facilities will be made available to Party on an "AS IS, WHERE IS" basis, with no warranties whatsoever.

31. Requirements Pertaining Only to Federal Grants and Subrecipient Agreements: If this Agreement is a grant that is funded in whole or in part by Federal funds:

A. Requirement to Have a Single Audit: The Subrecipient will complete the Subrecipient Annual Report annually within 45 days after its fiscal year end, informing the State of Vermont whether or not a Single Audit is required for the prior fiscal year. If a Single Audit is required, the Subrecipient will submit a copy of the audit report to the granting Party within 9 months. If a single audit is not required, only the Subrecipient Annual Report is required.

For fiscal years ending before December 25, 2015, a Single Audit is required if the subrecipient expends $500,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with OMB Circular A-133. For fiscal years ending on or after December 25, 2015, a Single Audit is required if the subrecipient expends $750,000 or more in Federal assistance during its fiscal year and must be conducted in accordance with 2 CFR Chapter I, Chapter II, Part 200, Subpart F. The Subrecipient Annual Report is required to be submitted within 45 days, whether or not a Single Audit is required.

B. Internal Controls: In accordance with 2 CFR Part II, §200.303, the Party must establish and maintain effective internal control over the Federal award to provide reasonable assurance that the Party is managing the Federal award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government" issued by the Comptroller General of the United States and the "Internal Control Integrated Framework", issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

C. Mandatory Disclosures: In accordance with 2 CFR Part II, §200.113, Party must disclose, in a timely manner, in writing to the State, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in the imposition of sanctions which may include disallowance of costs incurred, withholding of payments, termination of the Agreement, suspension/debarment, etc.

32. Requirements Pertaining Only to State-Funded Grants:

A. Certification Regarding Use of State Funds: If Party is an employer and this Agreement is a State-funded grant in excess of $1,001, Party certifies that none of these State funds will be used to interfere with or restrain the exercise of Party's employee's rights with respect to unionization.

B. Good Standing Certification (Act 154 of 2016): If this Agreement is a State-funded grant, Party hereby represents: (i) that it has signed and provided to the State the form prescribed by the Secretary of Administration for purposes of certifying that it is in good standing (as provided in Section 13(a)(2) of Act 154) with the Agency of Natural Resources and the Agency of Agriculture, Food and Markets, or otherwise explaining the circumstances surrounding the inability to so certify, and (ii) that it will comply with the requirements stated therein.

(End of Standard Provisions)

ATTACHMENT D. INFORMATION TECHNOLOGY SYSTEM IMPLEMENTATION TERMS AND CONDITIONS

(rev. 03/10/2023)

1. MODIFICATIONS TO CONTRACTOR DOCUMENTS

The parties specifically agree that the Contractor Documents are hereby modified and superseded by Attachment C and this Attachment D.

"Contractor Documents" shall mean one or more document, agreement or other instrument required by Contractor in connection with the performance of the products and services being purchased by the State, regardless of format, including the license agreement, end user license agreement or similar document, any hyperlinks to documents contained in the Contractor Documents, agreement or other instrument and any other paper or "shrinkwrap," "clickwrap," "browsewrap" or other electronic version thereof.

2. NO SUBSEQUENT, UNILATERAL MODIFICATION OF TERMS BY CONTRACTOR

Notwithstanding any other provision or other unilateral license terms which may be issued by Contractor during the Term of this Contract, and irrespective of whether any such provisions have been proposed prior to or after the issuance of an order for the products and services being purchased by the State, as applicable, the components of which are licensed under the Contractor Documents, or the fact that such other agreement may be affixed to or accompany the products and services being purchased by the State, as applicable, upon delivery, the terms and conditions set forth herein shall supersede and govern licensing and delivery of all products and services hereunder.

3. TERM OF CONTRACTOR'S DOCUMENTS; PAYMENT TERMS

Contractor acknowledges and agrees that, to the extent a Contractor Document provides for alternate term or termination provisions, including automatic renewals, such sections shall be waived and shall have no force and effect. All Contractor Documents shall run concurrently with the term of this Contract; provided, however, to the extent the State has purchased a perpetual license to use the Contractor's software, hardware or other services, such license shall remain in place unless expressly terminated in accordance with the terms of this Contract. Contractor acknowledges and agrees that, to the extent a Contractor Document provides for payment terms which differ from the payment terms set forth in Attachment B, such sections shall be waived and shall have no force and effect and the terms in Attachment B shall govern.

4. OWNERSHIP AND LICENSE IN DELIVERABLES

4.1 Contractor Intellectual Property.

As between the parties, and subject to the terms and conditions of this Contract, Contractor and its third-party suppliers will retain ownership of all intellectual property rights in the [System], and any and all derivative works made to the [System] or any part thereof, as well as all Work Product provided to the State ("**Contractor Proprietary Technology**"). The State acquires no rights to Contractor Proprietary Technology except for the licensed interests granted under this Contract. The term "**Work Product**" means all other materials, reports, manuals, visual aids, documentation, ideas, concepts, techniques, inventions, processes, or works of authorship developed, provided or created by Contractor or its employees or contractors during the course of performing work for the State (excluding any State Data or derivative works thereof and excluding any output from the [System] generated by the State's use of the [System], including without limitation, reports, graphs, charts and modified State Data, but expressly including any form templates of such reports, graphs or charts by themselves that do not include the State Data).

Title, ownership rights, and all Intellectual Property Rights in and to the [System] will remain the sole property of Contractor or its suppliers. The State acknowledges that the source code is not covered by any license hereunder and will not be provided by Contractor. Except as set forth in this Contract, no right or implied license or right of any kind is granted to the State regarding the [System] or any part thereof. Nothing in this Contract confers upon either party any right to use the other party's trade names and trademarks, except for permitted license use in accordance with this Contract. All use of such marks by either party will inure to the benefit of the owner of such marks, use of which will be subject to specifications controlled by the owner.

4.2 State Intellectual Property; User Name

The State shall retain all right, title and interest in and to (i) all content and all property, data and information furnished by or on behalf of the State or any agency, commission or board thereof, and to all information that is created under this Contract, including, but not limited to, all data that is generated under this Contract as a result of the use by Contractor, the State or any third party of any technology systems or knowledge bases that are developed for the State and used by Contractor hereunder, and all other rights, tangible or intangible; and (ii) all State trademarks, trade names, logos and other State identifiers, Internet uniform resource locators, State user name or names, Internet addresses and e-mail addresses obtained or developed pursuant to this Contract (collectively, "**State Intellectual Property**").

Contractor may not collect, access or use State Intellectual Property for any purpose other than as specified in this Contract. Upon expiration or termination of this Contract, Contractor shall return or destroy all State Intellectual Property and all copies thereof, and Contractor shall have no further right or license to such State Intellectual Property.

Contractor acquires no rights or licenses, including, without limitation, intellectual property rights or licenses, to use State Intellectual Property for its own purposes. In no event shall the Contractor claim any security interest in State Intellectual Property.

5. CONFIDENTIALITY AND NON-DISCLOSURE; SECURITY BREACH REPORTING

For purposes of this Contract, confidential information will not include information or material which (a) enters the public domain (other than as a result of a breach of this Contract); (b) was in the receiving party's possession prior to its receipt from the disclosing party; (c) is independently developed by the receiving party without the use of confidential information; (d) is obtained by the receiving party from a third party under no obligation of confidentiality to the disclosing party; or (e) is not exempt from disclosure under applicable State law.

5.1 Confidentiality of Contractor Information.

The Contractor acknowledges and agrees that this Contract and any and all Contractor information obtained by the State in connection with this Contract are subject to the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. The State will not disclose information for which a reasonable claim of exemption can be made pursuant to 1 V.S.A. § 317(c), including, but not limited to, trade secrets, proprietary information or financial information, including any formulae, plan, pattern, process, tool, mechanism, compound, procedure, production data, or compilation of information which is not patented, which is known only to the Contractor, and which gives the Contractor an opportunity to obtain business advantage over competitors who do not know it or use it.

The State shall immediately notify Contractor of any request made under the Access to Public Records Act, or any request or demand by any court, governmental agency or other person asserting a demand or request for Contractor information. Contractor may, in its discretion, seek an appropriate protective order, or otherwise defend any right it may have to maintain the confidentiality of such information under applicable State law within three business days of the State's receipt of any such request. Contractor agrees that it will not make any claim against the State if the State makes available to the public any information in accordance with the Access to Public Records Act or in response to a binding order from a court or governmental body or agency compelling its production. Contractor shall indemnify the State for any costs or expenses incurred by the State, including, but not limited to, attorneys' fees awarded in accordance with 1 V.S.A. § 320, in connection with any action brought in connection with Contractor's attempts to prevent or unreasonably delay public disclosure of Contractor's information if a final decision of a court of competent jurisdiction determines that the State improperly withheld such information and that the improper withholding was based on Contractor's attempts to prevent public disclosure of Contractor's information.

The State agrees that (a) it will use the Contractor information only as may be necessary in the course of performing duties, receiving services or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of Contractor information as it provides to protect its own similar confidential and proprietary information; (c) except as required by the Access to Records Act, it will not disclose such information orally or in writing to any third party unless that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the Contractor's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity.

Contractor may affix an appropriate legend to Contractor information that is provided under this Contract to reflect the Contractor's determination that any such information is a trade secret, proprietary information or financial information at time of delivery or disclosure.

5.2 Confidentiality of State Information.

In performance of this Contract, and any exhibit or schedule hereunder, the Contractor acknowledges that certain State Data (as defined below), to which the Contractor may have access may contain individual federal tax information, personal protected health information and other individually identifiable information protected by State or federal law or otherwise exempt from disclosure under the State of Vermont Access to Public Records Act, 1 V.S.A. § 315 et seq. ("State Data"). In addition to the provisions of this Section, the Contractor shall comply with the requirements set forth in the State's HIPAA Business Associate Agreement attached to this Contract as Attachment __].

State Data shall not be stored, accessed from, or transferred to any location outside the United States.

Unless otherwise instructed by the State, Contractor agrees to keep confidential all State Data. The Contractor agrees that (a) it will use the State Data only as may be necessary in the course of performing duties or exercising rights under this Contract; (b) it will provide at a minimum the same care to avoid disclosure or unauthorized use of State Data as it provides to protect its own similar confidential and proprietary information; (c) it will not publish, reproduce, or otherwise divulge any State Data in whole or in part, in any manner or form orally or in writing to any third party unless it has received written approval from the State and that third party is subject to a written confidentiality agreement that contains restrictions and safeguards at least as restrictive as those contained in this Contract; (d) it will take all reasonable precautions to protect the State's information; and (e) it will not otherwise appropriate such information to its own use or to the use of any other person or entity. Contractor will take reasonable measures as are necessary to restrict access to State Data in the Contractor's possession to only those employees on its staff who must have the information on a "need to know" basis. The Contractor shall not retain any State Data except to the extent required to perform the services under this Contract.

Contractor shall not access State user accounts or State Data, except in the course of data center operations, response to service or technical issues, as required by the express terms of this Contract, or at State's written request.

Contractor may not share State Data with its parent company or other affiliate without State's express written consent.

The Contractor shall promptly notify the State of any request or demand by any court, governmental agency or other person asserting a demand or request for State Data to which the Contractor or any third party hosting service of the Contractor may have access, so that the State may seek an appropriate protective order.

6. SECURITY OF STATE INFORMATION

6.1Security Standards.

To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor represents and warrants that it has implemented and it shall maintain during the term of this Contract the highest industry standard administrative, technical, and physical safeguards and controls consistent with NIST *Special Publication 800-53* (version 4 or higher) and *Federal Information Processing Standards Publication* 200 and designed to (i) ensure the security and confidentiality of State Data; (ii) protect against any anticipated security threats or hazards to the security or integrity of the State Data; and (iii) protect against unauthorized access to or use of State Data. Such measures shall include at a minimum: (1) access controls on information systems, including controls to authenticate and permit access to State Data only to authorized individuals and controls to prevent the Contractor employees from providing State Data to unauthorized individuals who may seek to obtain this information (whether through fraudulent means or otherwise); (2) industry-standard firewall protection; (3) encryption of electronic State Data while in transit from the Contractor networks to external networks; (4) measures to store in a secure fashion all State Data which shall include, but not be limited to, encryption at rest and multiple levels of authentication; (5) dual control procedures, segregation of duties, and pre-employment criminal background checks for employees with responsibilities for or access to State Data; (6) measures to ensure that the State Data shall not be altered or corrupted without the prior written consent of the State; (7) measures to protect against destruction, loss or damage of State Data due to potential environmental hazards, such as fire and water damage; (8) staff training to implement the information security measures; and (9) monitoring of the security of any portions of the Contractor systems that are used in the provision of the services against intrusion on a twenty-four (24) hour a day basis.

6.2 Security Breach Notice and Reporting.

The Contractor shall have policies and procedures in place for the effective management of Security Breaches, as defined below, which shall be made available to the State upon request.

In addition to the requirements set forth in any applicable Business Associate Agreement as may be attached to this Contract, in the event of any actual security breach or reasonable belief of an actual security breach the Contractor either suffers or learns of that either compromises or could compromise State Data (a "Security Breach"), the Contractor shall notify the State within 24 hours of its discovery. Contractor shall immediately determine the nature and extent of the Security Breach, contain the incident by stopping the unauthorized practice, recover records, shut down the system that was breached, revoke access and/or correct weaknesses in physical security. Contractor shall report to the State: (i) the nature of the Security Breach; (ii) the State Data used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. The Contractor shall provide such other information, including a written executive summaryreportsummary , as reasonably requested by the State. Contractor shall analyze and document the incident and provide all notices required by applicable law.

In accordance with Section 9 V.S.A. §2435(b)(3), the Contractor shall notify the Office of the Attorney General, or, if applicable, Vermont Department of Financial Regulation ("DFR"), within fourteen (14) business days of the Contractor's discovery of the Security Breach. The notice shall provide a preliminary description of the breach. The foregoing notice requirement shall be included in the subcontracts of any of Contractor's subcontractors, affiliates or agents which may be "data collectors" hereunder.

The Contractor agrees to fully cooperate with the State and assume responsibility at its own expense for the following, to be determined in the sole discretion of the State: (i) notice to affected consumers if the State determines it to be appropriate under the circumstances of any particular Security Breach, in a form recommended by the AGO; and (ii) investigation and remediation associated with a Security Breach, including but not limited to, outside investigation, forensics, counsel, crisis management and credit monitoring, in the sole determination of the State.

The Contractor agrees to comply with all applicable laws, as such laws may be amended from time to time (including, but not limited to, Chapter 62 of Title 9 of the Vermont Statutes and all applicable State and federal laws, rules or regulations) that require notification in the event of unauthorized release of personally-identifiable information or other event requiring notification.

In addition to any other indemnification obligations in this Contract, the Contractor shall fully indemnify and save harmless the State from any third party costs, loss or damage to the State directly resulting from a Security Breach or the unauthorized disclosure of State Data by the Contractor, its officers, agents, employees, and subcontractors.

6.3 Security Policies.

To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor will have an information security policy that protects its systems and processes and media that may contain State Data from internal and external security threats and State Data from unauthorized disclosure, and will have provided a copy of such policy to the State. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.4 Reserved Operations Security.

To the extent the Contractor or its subcontractors, affiliates or agents handles, collects, stores, disseminates or otherwise deals with State Data, the Contractor shall cause an SSAE 18 SOC 2 Type 2 audit report to be conducted annually. The audit results and the Contractor's plan for addressing or resolution of the audit results shall be shared with the State within sixty (60) days of the Contractor's receipt of the audit results. Further, on an annual basis, within 90 days of the end of the Contractor's fiscal year, the Contractor shall transmit its annual audited financial statements to the State.

6.5 Redundant Back-Up.

The Contractor shall maintain a fully redundant backup data center geographically separated from its main data center that maintains near daily realtime replication of data from the main data center. The Contractor's back-up policies shall be made available to the State upon request. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

6.6 Vulnerability Testing.

The Contractor shall maintain a continual run quarterly vulnerability management program assessments and promptly report results to the State. Contractor shall remediate all critical issues within 90 days, all medium issues within 120 days and low issues within 180 days. Contractor shall obtain written State approval for any exceptions. Once remediation is complete, Contractor shall re-perform the test.

7. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

7.1 General Representations and Warranties.

The Contractor represents, warrants and covenants that:

(i) The Contractor has all requisite power and authority to execute, deliver and perform its obligations under this Contract and the execution, delivery and performance of this Contract by the Contractor has been duly authorized by the Contractor.

(ii) There is no outstanding litigation, arbitrated matter or other dispute to which the Contractor is a party which, if decided unfavorably to the Contractor, would reasonably be expected to have a material adverse effect on the Contractor's ability to fulfill its obligations under this Contract.

(iii) The Contractor will comply with all laws applicable to its performance of the services and otherwise to the Contractor in connection with its obligations under this Contract.

(iv) The Contractor (a) owns, or has the right to use under valid and enforceable agreements, all intellectual property rights reasonably necessary for and related to delivery of the services and provision of the Deliverables as set forth in this Contract; (b) shall be responsible for and have full authority to license all proprietary and/or third party software modules, including algorithms and protocols, that Contractor incorporates into its product; and (c) none of the Deliverables or other materials or technology provided by the Contractor to the State will infringe upon or misappropriate the intellectual property rights of any third party.

(v) The Contractor has adequate resources to fulfill its obligations under this Contract.

(vi) Neither Contractor nor Contractor's subcontractors has past state or federal violations, convictions or suspensions relating to miscoding of employees in NCCI job codes for purposes of differentiating between independent contractors and employees.

7.2 Contractor's Performance Warranties.

Contractor represents and warrants to the State that:

(i) All Deliverables will be free from material errors and shall perform in accordance with the specifications therefor for a period of at least one year.

(ii) Contractor will provide to the State commercially reasonable continuous and uninterrupted access to the Service, and will not interfere with the State's access to and use of the Service during the term of this Contract;

(iii) The Service is compatible with and will operate successfully with any environment (including web browser and operating system) specified by the Contractor in its documentation;

(iv) Each and all of the services shall be performed in a timely, diligent, professional and skillful manner, in accordance with the highest applicable professional or technical standards applicable to such services, by qualified persons with the technical skills, training and experience to perform such services in the planned environment.

(v) Reserved. All Deliverables supplied by the Contractor to the State shall be transferred free and clear of any and all restrictions on the conditions of transfer, modification, licensing, sublicensing and free and clear of any and all leins, claims, mortgages, security interests, liabilities and encumbrances or any kind.

(vi) Any time software is delivered to the State, whether delivered via electronic media or the internet, no portion of such software or the media upon which it is stored or delivered will have any type of software routine or other element which is designed to facilitate unauthorized access to or intrusion upon; or unrequested disabling or erasure of; or unauthorized interference with the operation of any hardware, software, data or peripheral equipment of or utilized by the State. Without limiting the generality of the foregoing, if the State believes that harmful code may be present in any software delivered hereunder, Contractor will, upon State's request, provide a new or clean install of the software. Notwithstanding the foregoing, Contractor assumes no responsibility for the State's negligence or failure to protect data from viruses, or any unintended modification, destruction or disclosure.

(vii) To the extent Contractor resells commercial hardware or software it purchased from a third party, Contractor will, to the extent it is legally able to do so, pass through any such third party warranties to the State and will reasonably cooperate in enforcing them. Such warranty pass-through will not relieve the Contractor from Contractor's warranty obligations set forth herein.

7.3 Limitation on Disclaimer.

The express warranties set forth in this Contract shall be in lieu of all other warranties, express or implied.

7.4 Effect of Breach of Warranty.

If, at any time during the term of this Contract, software or the results of Contractor's work fail to perform according to any warranty of Contractor under this Contract, the State shall promptly notify Contractor in writing of such alleged nonconformance, and Contractor shall, at its own expense and without limiting any other rights or remedies of the State hereunder, re-perform or replace any services that the State has determined to be unsatisfactory in its reasonable discretion. Alternatively, with State consent, the Contractor may refund of all amounts paid by State for the nonconforming deliverable or service

8. PROFESSIONAL LIABILITY AND CYBER LIABILITY INSURANCE COVERAGE

In addition to the insurance required in Attachment C to this Contract, before commencing work on this Contract and throughout the term of this Contract, Contractor agrees to procure and maintain (a) Technology Professional Liability insurance for any and all services performed under this Contract, with minimum third party coverage of $2,000,000.00 per claim, $2,000,000.00 aggregate; and (b) first party Breach Notification Coverage of not less than $2,000,000.00.

Before commencing work on this Contract the Contractor must provide certificates of insurance to show that the foregoing minimum coverages are in effect.

9. LIMITATION OF LIABILITY.

EXCEPT TO THE EXTENT FINALLY DETERMINED TO BE PROHIBITED BY LAW, CONTRACTOR'S LIABILITY FOR DAMAGES TO THE STATE ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT, WHETHER AS A RESULT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY ASSERTED, SHALL NOT EXCEED THREE TIMES THE MAXIMUM AMOUNT PAYABLE UNDER THIS CONTRACT.. LIMITS OF LIABILITY FOR STATE CLAIMS SHALL NOT APPLY TO STATE CLAIMS ARISING OUT OF: (A) CONTRACTOR'S OBLIGATION TO INDEMNIFY THE STATE; (B) CONTRACTOR'S CONFIDENTIALITY OBLIGATIONS TO THE STATE (A "CONFIDENTIALITY BREACH"); (C) PERSONAL INJURY OR DAMAGE TO REAL OR PERSONAL PROPERTY; (D) CONTRACTOR'S GROSS NEGLIGENCE, FRAUD OR INTENTIONAL MISCONDUCT; OR (E) VIOLATIONS OF THE STATE OF VERMONT FRAUDULENT CLAIMS ACT; PROVIDED THE TOTAL LIABILITY OF EITHER PARTY, WHETHER IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF OR IN CONNECTION WITH A SECURITY BREACH OR A CONFIDENTIALITY BREACH SHALL NOT EXCEED $50,000,000. IN NO EVENT SHALL THIS LIMIT OF LIABILITY BE CONSTRUED TO LIMIT CONTRACTOR'S LIABILITY FOR THIRD PARTY CLAIMS AGAINST THE CONTRACTOR WHICH MAY ARISE OUT OF CONTRACTOR'S ACTS OR OMISSIONS IN THE PERFORMANCE OF THIS CONTRACT.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, DAMAGES WHICH ARE UNFORESEEABLE TO THE PARTIES AT THE TIME OF CONTRACTING, DAMAGES WHICH ARE NOT PROXIMATELY CAUSED BY A PARTY, SUCH AS LOSS OF ANTICIPATED BUSINESS, OR LOST PROFITS, INCOME, GOODWILL, OR REVENUE IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS CONTRACT.

The provisions of this Section shall apply notwithstanding any other provisions of this Contract or any other agreement.

10. TRADE SECRET, PATENT AND COPYRIGHT INFRINGEMENT

The State shall not be deemed to waive any of its rights or remedies at law or in equity in the event of Contractor's trade secret, patent and/or copyright infringement.

11. REMEDIES FOR DEFAULT; NO WAIVER OF REMEDIES

In the event either party is in default under this Contract, the non-defaulting party may, at its option, pursue any or all of the remedies available to it under this Contract, including termination for cause, and at law or in equity.

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by the other under this Contract shall impair any such right, power or remedy, or shall be construed as a waiver of any such right, power or remedy, nor shall any waiver of a single breach or default be deemed a waiver of any subsequent breach or default. All waivers must be in writing.

12. NO ASSUMPTION OF COSTS

Any requirement that the State defend or indemnify Contractor or otherwise be liable for the expenses or reimbursement, including attorneys' fees, collection costs or license verification costs of Contractor, is hereby deleted from the Contractor Documents.

13. TERMINATION

Upon termination of this Contract for any reason whatsoever, Contractor shall immediately deliver to the State all State information, State Intellectual Property or State Data (including without limitation any Deliverables for which State has made payment in whole or in part) ("State Materials"), that are in the possession or under the control of Contractor in whatever stage of development and form of recordation such State property is expressed or embodied at that time.

In the event the Contractor ceases conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets or avails itself of or becomes subject to any proceeding under the Federal Bankruptcy Act or any statute of any state relating to insolvency or the protection of rights of creditors, the Contractor shall immediately return all State Materials to State control; including, but not limited to, making all necessary access to applicable remote systems available to the State for purposes of downloading all State Materials.

Contractor shall reasonably cooperate with other parties in connection with all services to be delivered under this Contract, including without limitation any successor provider to whom State Materials are to be transferred in connection with termination. Contractor shall assist the State in exporting and extracting the State Materials, in a format usable without the use of the Services and as agreed to by State, at no additional cost.

Any transition services requested by State involving additional knowledge transfer and support may be subject to a contract amendment for a fixed fee or at rates to be mutually agreed upon by the parties.

If the State determines in its sole discretion that a documented transition plan is necessary, then no later than sixty (60) days prior to termination, Contractor and the State shall mutually prepare a Transition Plan identifying transition services to be provided.

14. ACCESS TO STATE DATA:

The State may import or export State Materials in part or in whole at its sole discretion at any time (24 hours a day, seven (7) days a week, 365 days a year), during the term of this Contract or for up to [three (3) months] after the Term (so long as the State Materials remain in the Contractor's possession) without interference from the Contractor in a format usable without the Service and in an agreed-upon file format and medium at no additional cost to the State.

The Contractor must allow the State access to information such as system logs and latency statistics that affect its State Materials and or processes.

The Contractor's policies regarding the retrieval of data upon the termination of services have been made available to the State upon execution of this Contract under separate cover. The Contractor shall provide the State with not less than thirty (30) days advance written notice of any material amendment or modification of such policies.

15. AUDIT RIGHTS

Contractor will maintain and cause its permitted contractors to maintain a complete audit trail of all time sheets and expense reports transactions and activities, financial and non-financial, in connection with this Contract. Upon thirty (30) days written notice to Contractor, Contractor will provide to the State, its internal or external auditors, clients, inspectors, regulators and other designated representatives, during normal business hours at reasonable times (and in the case of State or federal regulators, at any time required by such regulators) access to Contractor personnel and to any and all Contractor facilities or where the required information, data and records are maintained, for the purpose of performing audits and inspections (including unannounced and random audits) of Contractor and/or Contractor personnel and/or any or all of the time sheets and expense report records, data and information applicable to this Contract.

At a minimum, such audits, inspections and access shall be conducted to the extent permitted or required by any laws applicable to the State or Contractor (or such higher or more rigorous standards, if any, as State or Contractor applies to its own similar businesses, operations or activities), to (i) verify the accuracy of charges and invoices.; (ii) verify the integrity of State Data and examine the systems that process, store, maintain, support and transmit that data; (iii) examine and verify Contractor's and/or its permitted contractors' operations and security procedures and controls; (iv) examine and verify Contractor's and/or its permitted contractors' disaster recovery planning and testing, business resumption and continuity planning and testing, contingency arrangements and insurance coverage; and (v) examine Contractor's and/or its permitted contractors' performance of the Services including audits of: (1) practices and procedures; (2) systems, communications and information technology; (3) general controls and physical and data/information security practices and procedures; (4) quality initiatives and quality assurance, (5) contingency and continuity planning, disaster recovery and back-up procedures for processes, resources and data; (6) Contractor's and/or its permitted contractors' efficiency and costs in performing Services; (7) compliance with the terms of this Contract and applicable laws, and (9) any other matters reasonably requested by the State. Contractor shall provide and cause its permitted contractors to provide full cooperation to such auditors, inspectors, regulators and representatives in connection with audit functions and with regard to examinations by regulatory authorities, including the installation and operation of audit software.

16. DESTRUCTION OF STATE DATA

At any time during the term of this Contract within (i) thirty days of the State's written request or (ii) [three (3) months] of termination or expiration of this Contract for any reason, and in any event after the State has had an opportunity to export and recover the State Materials, Contractor shall at its own expense securely destroy and erase from all systems it directly or indirectly uses or controls all tangible or intangible forms of the State Materials, in whole or in part, and all copies thereof except such records as are required by law. The destruction of State Data and State Intellectual Property shall be performed according to National Institute of Standards and Technology (NIST) approved methods. Contractor shall certify in writing to the State that such

State Data has been disposed of securely. To the extent that any applicable law prevents Contractor from destroying or erasing State Materials as set forth herein, Contractor shall retain, in its then current state, all such State Materials then within its right of control or possession in accordance with the confidentiality, security and other requirements of this Contract, and perform its obligations under this section as soon as such law no longer prevents it from doing so.

Further, upon the relocation of State Data, Contractor shall securely dispose of such copies from the former data location and certify in writing to the State that such State Data has been disposed of securely. Contractor shall comply with all reasonable directions provided by the State with respect to the disposal of State Data.

17. CONTRACTOR BANKRUPTCY.

Contractor acknowledges that if Contractor, as a debtor in possession, or a trustee in bankruptcy in a case under Section 365(n) of Title 11, United States Code (the "Bankruptcy Code"), rejects this Contract, the State may elect to retain its rights under this Contract as provided in Section 365(n) of the Bankruptcy Code. Upon written request of the State to Contractor or the Bankruptcy Trustee, Contractor or such Bankruptcy Trustee shall not interfere with the rights of the State as provided in this Contract, including the right to obtain the State Intellectual Property.

18. SOFTWARE LICENSEE COMPLIANCE REPORT.

In lieu of any requirement that may be in a Contractor Document that the State provide the Contractor with access to its System for the purpose of determining State compliance with the terms of the Contractor Document, upon request and not more frequently than annually, the State will provide Contractor with a certified report concerning the State's use of any software licensed for State use pursuant this Contract. The parties agree that any non-compliance indicated by the report shall not constitute infringement of the licensor's intellectual property rights, and that settlement payment mutually agreeable to the parties shall be the exclusive remedy for any such non-compliance.

19. SOV CYBERSECURITY STANDARD UPDATE 2023-01:

Contractor confirms that all products and services provided to or for the use of the State under this Agreement shall be in compliance with State of Vermont Cybersecurity Standard 2023-01, which prohibits the use of certain branded products in State information systems or any vendor system that is supporting State information systems, and is available on-line at:
https://digitalservices.vermont.gov/cybersecurity/cybersecurity-standards-and-directives