



THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

COUNTY COURTHOUSE
722 Moody (21st Street)
Fifth (5th) Floor, Purchasing
GALVESTON, TEXAS 77550
(409) 770-5371

ERIN S. QUIROGA, MBA, CPPB
ASST. PURCHASING AGENT

January 28, 2025

Honorable County Judge
And Commissioners' Court
County Courthouse
Galveston, Texas

RE: Request to Utilize Cooperative Purchasing Agreement
Information Technology Department


Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases to procure the following:

- **Workday Post Production Support with Guidehouse**

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,


Rufus G. Crowder, CPPO CPPB
Purchasing Agent
County of Galveston



Office of Information Technology – 5WH

Title: Guidehouse Workday Post Production Support

Description: IT, HR and Finance departments are engaging with Guidehouse to provide post production support for Workday.

For who: IT, HR, Auditor, Professional Services, Purchasing and Treasury

Location: Enterprise

When needed: 3/1/2025

Justification: The engagement with the original Workday implementor is nearing the end. These departments will require continued assistance with security, configuration changes, problem solving, and upgrades. Guidehouse was selected based on references and recommendations from other government entities.

Item	Qty	Per Unit \$	Total
Professional services not to exceed \$130,000			

Total spend: \$128,689

Is this item budgeted: ☒ Yes ☐ No

Budgeted amount: \$125,000

If not budgeted, describe

how item is to be funded?:

Is this a renewal?: ☐ Yes ☒ No

Current expiration date:

DIR Contract?: ☒ Yes ☐ No

DIR Contract #

Account: General fund, Other contract services

Submitted by: Misty Witmer

Date: 1/28/25



Prepared For:
Galveston County, Texas

Statement of Work Workday Lean-On Services Support

Preparation Date: November 8, 2024

STATEMENT OF WORK FOR WORKDAY LEAN-ON SERVICES SUPPORT

This Statement of Work ("SOW") is made effective on the 2nd day of January 2025 (the "SOW Effective Date") by and between **Galveston County, Texas** ("Client"), having its principal place of business at 722 Moody Avenue, 2nd Floor, Galveston, TX 77550 and **Collaborative Solutions, LLC**, a limited liability company ("CSLLC"), having its principal place of business at 300 Frank W Burr Boulevard, Suite 36, 6th Floor, Teaneck, NJ 07666 for Services scheduled to begin on January 2, 2025 ("Start Date") and expected to end on December 31, 2025.

This SOW, together with the Agreement, sets out the terms pursuant to which CSLLC will provide certain Services, as further described below. This SOW is being entered into in connection with and subject to the terms and conditions contained in the Master Services Agreement between CSLLC and Client dated as of March 14, 2023 (the "Agreement"). Further, the pricing set forth in this SOW is in accordance with Region 14 ESC contract number 11-57 for Business and IT Consulting, as amended. All capitalized terms used herein that are not otherwise defined shall have the same meaning as ascribed to such terms in the Agreement.

1.0 Scope of Work ("Scope")

1.1 Functionality Scope: Workday On-Demand Services Support

CSLLC will provide support or advisory Services for both planned and unplanned tasks, such as the representative activities listed in the table below, on behalf of Client and covering the generally available Workday functionality license.

Activity	Functionality Scope/Support Activity Detail
Workday Support and Troubleshooting	Assistance with support activities may include, but is not limited to, troubleshooting issues, guidance and other day-to-day activities including assisting the team with support requests.
New Functionality Review	CSLLC reviews new features and functions not yet implemented. CSLLC assists with new functionality reviews, which may include, but are not limited to, support and guidance for making decisions regarding the implementation of new functionality, such as employee/manager self-service, benefits, performance, and absence management. CSLLC can also provide sample testing scenarios, if available, or can help support Client in creating new sample test scenarios on an as-requested basis.
Reporting and Integrations	Based on Client requirements, CSLLC may provide technical support including integrations, custom reporting, and business form layouts via the Business Intelligence Reporting Tools (BIRT) framework. Integration assistance may include the configuration and supports the testing of Workday packaged integrations and the development of Client integrations.
Workday Solution Optimization	CSLLC is able to help improve the utilization of Client's Workday solution, as well as Client's experience. Such optimization may include, but is not limited to, updating business processes, revising organization structures, or

Activity	Functionality Scope/Support Activity Detail
	modifying rules for Workday security, business process, and organization for the full Workday platform.
Knowledge Transfer (“KT”)	As agreed to by Client and CSLLC, CSLLC on-demand support may include KT pertaining to the resolution of an issue and providing insight on how Client may troubleshoot similar issues in the future and advisory support including guidance on new feature sets, impact considerations, and solution guidance.
Organizational Change & Training Post-Production Services	CSLLC offers in-Production Workday customers services related to organizational change management, communications, and training. If requested, this can be a part of the Lean-On Service.

1.2 Engagement Manager

Client will be assigned a CSLLC Engagement Manager (“CSLLC EM”). The CSLLC EM will collaborate with Client to provide the following:

- a. Project management activities: manage tickets, projects, and workstreams
- b. Financials and status reporting: mutually agreed upon meeting cadence to discuss current work, upcoming priorities, issues, risks, and financials
- c. Resource planning: managing current resource forecasts and upcoming resource needs
- d. Contact for issue resolution and escalation

2.0 Support Process

2.1 Ticketing System

Client’s primary contacts will submit all service requests via CSLLC’s ticketing system which will enable involvement by CSLLC support personnel for resolution. Requests will be managed depending upon the type as outlined below.

2.2 Issue Resolution Support for Existing Configuration: As issue requests are received, CSLLC will:

- Acknowledge the request within twenty-four (24) hours of Client’s normal business hours. Definition of normal business hours will be mutually agreed upon between Client and the CSLLC EM. If emergency assistance is needed, Client will log a case with Workday and CSLLC. Examples of emergency assistance include a system down issue or business critical function such as payroll not processing correctly. In non-emergency cases where urgent assistance is required, Client will submit a request via the ticketing system indicating the nature of the urgent request and contact the CSLLC EM. The CSLLC EM will work with Client to outline a plan of action to address the urgent issue in a timely manner. This may involve after hours support if mutually agreed upon between both Parties. Support ticket requests initiated outside of standard hours of operation (i.e., Saturday and Sunday) will receive an initial response when the window of standard hours of operation becomes available.
- a. Request details on the configuration impacted, if not already provided.

- b. Within forty-eight (48) hours of standard issue requests, determine a plan of action to support resolution of the issue.
- c. Review configuration changes required with Client and request Client's approval to apply fix.
- d. If Client submits a request for assistance outside of the CSLLC ticketing system via any communication mechanism such as email, voice mail, text, or instant message, CSLLC is not subject to standard response times.

2.3 New Configuration Enhancement Requests: As new modification requests are received, CSLLC will:

- a. Receive the modification request in the ticketing system.
- b. Gather information on the requirements and systems involved.
- c. Estimate the Scope of effort.
- d. Request approval from Client, through ticketing system, to begin work via the ticket.
 - If level of effort is expected to exhaust available hours or is estimated to take more than forty (40) hours, a separate Change Order or SOW may be prepared.
 - The CSLLC EM will request resource(s) upon signature of the Change Order and can take up to ten (10) business days from date of signature. Schedule the work with Client as determined between Client's project manager and the CSLLC EM.
- e. Complete configuration and Unit Testing.
- f. Provide the change for User Acceptance Testing in Client's Sandbox or Implementation tenant. CSLLC can assist with providing testing guidance, if requested.

3.0 Services and Responsibilities

This section identifies the Services to be performed by CSLLC and the responsibilities of Client.

Stage	CSLLC Services	Client Responsibilities
Transition Plan – (Occurs prior to Support Services)	<ul style="list-style-type: none"> The CSLLC EM will participate and support the project kickoff meeting for the engagement Create the work plan for identified support requests based upon current roadmap Assemble the CSLLC project team based on planned work efforts Jointly schedule workstream meetings Schedule recurring project meetings and status reporting Work with Client to set up CSLLC's secure transfer site for sharing confidential/private employee data Complete any Client required onboarding documents 	<ul style="list-style-type: none"> Participate in project kickoff meeting Request tenant access for CSLLC consultants identified for planned work Identify and provide project team and project Subject Matter Experts ("SMEs") Provide input into the work plan based upon roadmap Approve and sign off on work plan Provide Client's tenant management strategy Work with CSLLC to set up CSLLC's secure transfer site for sharing confidential/private employee data Sign off on stage

Stage	CSLLC Services	Client Responsibilities
	<ul style="list-style-type: none"> Gather and review preliminary documentation Configuration of ticketing system for CSLLC and Client Provide overview of ticketing system 	
Support Services	<ul style="list-style-type: none"> Manage the work plan for support requests as identified in Section 1.1 Update the Client roadmap for planned support needs Participate in project status meeting in a time agreed upon by CSLLC EM and Client Conduct weekly workstream meetings between CSLLC functional/technical consultants and SMEs, on an as-needed basis Provide KT documents, on an as-requested basis Prepare, reconcile, and provide financial summaries to Client Support Client's project manager with issue resolution, and additional resourcing requests for unplanned needs Provide engagement artifacts Providing guidance in developing high level deployment plan(s), as requested Provide sign-off documents, as required for support requests 	<ul style="list-style-type: none"> Manage the tenant management strategy Inform CSLLC of changes to the tenant management strategy Inform CSLLC in advance of tenant refreshes, ideally two (2) weeks prior to scheduled date Provide input to the work plan Provide input into the Client roadmap Participate in weekly project and workstream meetings Provide SMEs for support requests Provide requirements for any support request Review and sign off on initial functional or technical design changes Define and document test plan and test scenarios (End-to-End, User Acceptance and Regression) Create/maintain defect tracking log Execution of all test scenarios (End-to-End, User Acceptance and Regression) Manage and sign off on all test results (End-to-End, User Acceptance and Regression) Conduct Sandbox and Production migrations of configuration, unless requested in writing in advance per Section 2.2 Conduct change management Sign off on any support request

4.0 Project Schedule

Timeline by Stage		
	Transition Plan	Support Services
Estimated Start Date	2-Jan-25	16-Jan-25
Estimated End Date	15-Jan-25	31-Dec-25

5.0 Assumptions & Dependencies

The Services, labor estimates, and Pricing presented in this SOW are dependent on the following assumptions being true:

- a. Client timely completes each item listed as a Client responsibility in Section 3.0.
- b. Client will provide applicable SMEs in Client's business processes, functional leads, and technical lead resources with whom to collaborate during the engagement.
- c. Client will have the necessary project and executive management support to review and make timely decisions as well as coordinate the activities of this project with other Client projects which may be occurring simultaneously.
- d. Services will be provided during the normal business hours agreed upon between Client and the CSLLC EM and will be as closely aligned to Client's time zone as possible. Off-hours support can be provided and pre-scheduled in advance.
- e. CSLLC resources will provide their own laptops.
- f. Unless otherwise agreed by CSLLC's internal security organization, the Client shall use CSLLC's secure transfer site for the secure exchange of sensitive employee data with the CSLLC support personnel. Client will agree to limit use for data conversion or production support purposes only for the duration of the activities required. CSLLC will inactivate the secure transfer site within thirty (30) days after the support activities are completed. Client will not use CSLLC's site for the transmission of any integration files for third-party vendors. CSLLC is not responsible for back up, archiving, or maintenance of files stored on the secure transfer site. In the event CSLLC utilizes its internal "Daytona" tool for data conversion ("Daytona"), Daytona and all of its components must be installed on the CSLLC secure cloud server and utilized solely within CSLLC's secure transfer site. Further, Daytona IP addresses must be added to the tenant whitelist. Daytona uses its own implementer account that must be excluded from multi-factor authentication.
- g. If needed, CSLLC can provide Client access to its SharePoint site to maintain non-sensitive project artifact data for project or engagement support activities only. The CSLLC EM will provide access to assigned project team members employed by CSLLC.
- h. If a data migration requires iLoad support by CSLLC, Client agrees that a tenant lockout will be performed.
- i. Client will provide CSLLC consultants with implementer access in Production, Sandbox, and Implementation tenants in a timely manner. Any Client delays will impact issue resolution times as identified in Section 2.2.
- j. Client will be solely responsible for testing and any Move-to-Production activities, which shall include configuration, business processes, data, reports, and integrations. Client will provide written acceptance of test results to CSLLC prior to any Move-to-Production.
- k. In the event CSLLC is required to assist Client with Move-to-Production activities, Client will provide written approval if CSLLC's assistance is required during Client's Move-to-Production activities. Upon completion of Move-to-Production activities, Client will verify Production results and shall be solely responsible for Production accuracy. Client shall provide written acceptance to CSLLC after such Move-to-Production activities have been completed.
- l. Client is responsible for providing timely responses to case(s) which have the status "Waiting on Client" and/or "Waiting on Third-Party." If there is no response from Client on "Waiting on Client" and/or "Waiting on Third-Party" case(s) within the ticketing system for more than thirty (30) calendar days, such case(s) will be closed.

6.0 Term and Termination

- a. This SOW shall commence on the Start Date identified above and shall continue through December 31, 2025 (the "Term"), unless terminated sooner pursuant to the Agreement.

7.0 Pricing

- a. CSLLC will invoice and Client shall compensate CSLLC on a Time and Materials Basis ("T&M Basis") based upon the hourly rates set forth in the table below for Services rendered and expenses incurred on a monthly basis. Invoices will be paid subject to the terms and conditions of the Agreement. Total estimated cost of the engagement is listed in the table below:

CSLLC T&M Basis	Hourly Rate	Hours	Total Cost
Engagement Manager	\$256	95	\$24,320
CVS Consultant	\$168	475	\$79,800
Functional Architect	\$284	30	\$8,520
Total		600	\$112,640
Estimated Expenses			\$0
Grand Total			\$112,640

- b. CSLLC will assign Client to a team support model comprised of CSLLC cross-functional and technical consultants with a built-in redundancy/backup. The team will support the areas outlined in this SOW. The CSLLC EM will communicate to the Client project manager who the CSLLC team members are as a part of the onboarding process.
- c. Any Services provided beyond the Scope of this SOW must be approved by Client pursuant to a Change Order.
- d. Any and all fees associated with Client's e-invoicing, portal, or payment solution will be the responsibility of Client without dispute. CSLLC will provide all necessary documents or invoices to confirm the fees, if such fees are incurred.
- e. Invoices will be emailed to the following address: apclerk@co.galveston.tx.us
Any other mailed correspondence will be delivered as follows:

Galveston County, Texas
722 Moody Avenue
2nd Floor
Galveston, TX 77550

- f. Client will provide to CSLLC the Purchase Order Number ("PO#") created in connection with this SOW promptly following signature by the Parties and a copy of the PO# will be sent to accounts-receivable@collaborativesolutions.com

8.0 Expenses

It is expected Services will be provided primarily on a remote basis. If travel is required, all reasonable travel expenses incurred by CSLLC related to the performance of the Services defined herein, shall be invoiced to Client. All such travel will comply with CSLLC's Travel and Expense Policy, which shall be

made available to Client upon request. All fees or penalties incurred due to cancellations or changes of travel at Client's request shall be invoiced to Client.

9.0 Signatures

IN WITNESS WHEREOF, the Parties have duly executed this SOW by their respective authorized representatives as of the SOW Effective Date.

Collaborative Solutions, LLC	Galveston County, Texas
_____ Authorized Signature	_____ Authorized Signature
_____ Name	_____ Name
_____ Job Title	_____ Job Title
_____ Date	_____ Date

Appendix A

For purposes of planning, the figure below reflects CSLLC's understanding of Client's Workday applications including that functionality which is subscribed but not deployed.

Key:

HCM – Human Capital Management

HR – Human Resources

PSA – Professional Services Automation

Project Role	Function	Subscribed	Subscribed, Not Deployed
HCM	Core HR	X	
HCM	Recruiting	X	
HCM	Benefits	X	
HCM	Talent	X	
HCM	Performance	X	
HCM	Succession Planning		
HCM	Compensation	X	
HCM	Advanced Compensation (Merit)	X	
HCM	Absence	X	
HCM	Workforce Planning		
HCM	Onboarding	X	
HCM	Learning	X	
Time Tracking	Time Tracking	X	
Pay	Payroll	X	
Pay	Canadian Payroll		
Pay	UK Payroll		
Pay	French Payroll		
Other	Peakon		
Other	Integrations	X	
Other	Reporting & Analytics	X	
Other	People Analytics		
Other	Adaptive Insights	X	
Other	Workday Cloud Platform		
Other	Workday Help		
Other	Extend		
Other	Prism	X	
Other	Security	X	
Core Financials	Expenses	X	
Core Financials	Procurement	X	
Core Financials	Customer Accounts	X	
Core Financials	Grants Management	X	
Core Financials	Inventory	X	
Core Financials	Financial Accounting	X	
Core Financials	Budgets	X	
Core Financials	Banking, Settlement and Cash	X	

Core Financials	Revenue Management		
Core Financials	Supplier Accounts	X	
Core Financials	Business Assets	X	
Core Financials	Projects	X	
Core Financials	Endowments		
Core Financials	PSA		



Statement of Work Workday Application Management Services

January 22, 2025

Precision Task Group
9801 Westheimer, Suite 803
Houston, TX 77042
Phone: 713-781-7481
www.ptg.com



PTG
Precision
TASK GROUP

1. Introduction

This Statement of Work ("SOW") is entered into as of XXXX by County of Galveston, Texas and Precision Task Group, Inc. ("PTG") and is entered into under the terms and conditions of PTG's State of Texas Department of Information Resources Contract DIR-TSO-4242, effective December 14, 2019 (the "DIR Contract") and the attached Technical Services Agreement for Workday Services (the "TSA") effective XXXX both of which are incorporated herein by reference. This SOW describes the services to be provided by PTG for Workday Application Management Services (AMS) for the County of Galveston (Galveston).

2. Background

Galveston would like to contract with PTG to provide Workday post-production application management services for to support their Workday production tenant.

3. Scope

PTG will provide skilled resources with experience in Workday Human Capital Management (HCM), Finance (FIN), Payroll, and Integrations. PTG will provide support for all Workday areas currently in scope for Galveston:

- 1) HCM/Payroll
 - a) Core HCM (including Benefits, & Compensation)
 - b) Talent Optimization
 - c) US Payroll
 - d) Time Tracking
 - e) Absence Management
 - f) Recruiting
 - g) Learning
- 2) FIN
 - a) Grants
 - b) Inventory
 - c) Projects
 - d) Expenses
 - e) Core Financials (Financial Accounting, Budgets, Business Assets, Banking & Settlement)
 - f) Procurement
- 3) Reporting
 - a) New custom report creation
 - b) Current report modifications
- 4) Integrations
 - a) New integration development
 - b) Current integration modification/repairs

Any areas of Workday not listed above are considered out of scope. Change Management is also considered out of scope.

PTG will provide Application Management Services (AMS), including incidents, enhancements, and annual activity support as requested. All activities will be tracked in PTG's ticketing tool.

- An incident is defined as something already existing in Galveston's Workday tenant that is not working as desired and needs to be fixed.
- Enhancement is something that does not already exist in Galveston's Workday tenant and needs to be added.
- Annual activity is a recurring business event such as open enrollment or merit cycles.

PTG will also, as requested, provide presentations to demonstrate new Workday functionality as well as provide testing support, and support the Galveston Workday team with their own enhancements, fixes, and questions.

PTG will migrate all solutioned items to the Production tenant after the Galveston team has tested them in the sandbox and approved them for migration.

The team will work remotely and hold virtual meetings with the Galveston team. Sessions may be recorded at Galveston's request to help with knowledge transfer.

4. Resources & Timeline

PTG will provide a Project Manager and Delivery Director for oversight and Workday consultants covering the in-scope areas to perform AMS Support for Galveston. They will work to ensure that any issues are documented, resolved, tested (along with Galveston), and migrated to production with Galveston's approval.

This SOW is effective from February 1, 2025 and will remain in effect through January 31, 2026.

By December 31, 2025, Galveston should let PTG know if Galveston would like to renew this SOW for services for another specific period, preferably one year. If the SOW is renewed, the parties shall enter into a renewal of this SOW in writing and all unused hours from the previous contract can be rolled into the first quarter of the next contract (February 1, 2026, through January 31, 2027). Any unused hours after the first quarter will be forfeited.

As an added benefit for becoming a PTG client, as an option PTG will provide a comprehensive assessment of the Galveston Workday Implementation and suggestions for optimizing the Galveston Workday Environment. PTG will provide up to 40 hours of non-billable time focused on the review and assessment, but all tickets generated will be managed as standard tickets using the PTG ticketing system. The optimization effort will be organized and executed at the convenience of the required Galveston's team member's availability.

5. Project Fees

AMS hours for this SOW are depicted in the below table per quarter. AMS hours unused would roll over to the next quarter. If Galveston exceeds the remaining hours' bucket for the quarter, Galveston can draw up to 40 hours from the subsequent quarter. Hours over 40 for the quarter would be invoiced directly at a rate of \$215/hour. Any overage at the end of the contract will also be billed at the rate of \$215/hour.

All work defined within this SOW will be performed based on the following rate schedule and will be remote.

Option 1 – Hours Include Project Manager Support*

PTG Workday Application Management Services (AMS)	Hours Estimate	Rate	Estimated Fees
AMS Support Hours (Quarter 1) – 2/1/25 – 4/30/25	200	\$210	\$42,000
AMS Support Hours (Quarter 2) – 5/1/25 – 7/30/25	150	\$210	\$31,500
AMS Support Hours (Quarter 2) – 8/1/25 – 10/31/25	125	\$210	\$26,250
AMS Support Hours (Quarter 2) – 11/1/25 – 1/31/26	125	\$210	\$26,250
AMS Total	600		\$126,000

*Project Manager hours can be estimated around 2 – 5 hours per week.

PTG will send Galveston a monthly tracker of hours used by the Project Manager & Consultants to help monitor the available hours bucket. The Delivery Director will not charge hours to the project.

PTG will invoice monthly on a Time & Materials basis for the hours used. Invoices are to be paid within forty-five (45) days of the invoice date.

Galveston may terminate this SOW without cause with thirty (30) days advance written notice to PTG.

6. Assumptions

To ensure success, the following overall assumptions have been made to the project:

- PTG will work on all items assigned by Galveston within the scope expectations outlined in the Scope section.
- All PTG resources servicing Galveston will reside in the contiguous United States.
- PTG will observe PTG company holidays.
- PTG will provide 8x5 support during CST business hours.
- PTG will provide additional after hours support if needed for critical issues that will hold up payroll processing. It is assumed that very few issues will be determined critical though out the execution of this SOW.
- Galveston will use PTG's ticketing tool (Freshdesk) for incident and enhancement requests.
- PTG will prototype in an implementation tenant, if no tenant is available, we will coordinate with Galveston to purchase one, or utilize sandbox or preview depending on the work.
- PTG will work virtually unless otherwise stated or agreed upon.
- PTG services are in English only
- PTG will work with Galveston for any expenses if travel is requested or needed and will follow Galveston's travel policy.
- PTG resources will be granted Implementer Account access and the Project Manager or Delivery Director will be granted Admin and Sec. Admin access to Galveston Customer Central Tenant. The Delivery Director or Project Manager will manage all PTG implementer accounts as needed.

7. Approvals

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work to be effective as of the date first above written.

COUNTY OF GALVESTON, TEXAS

PRECISION TASK GROUP, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

STATE OF TEXAS
DEPARTMENT OF INFORMATION RESOURCES
CONTRACT FOR SERVICES
Guidehouse Inc.

1 Introduction

1.1 Parties

This contract for deliverables-based information technology services (DBITS) (this "Contract") is entered into between the State of Texas, acting by and through the Department of Information Resources (hereinafter "DIR") with its principal place of business at 300 West 15th Street, Suite 1300, Austin, Texas 78701, and Guidehouse Inc., a Delaware foreign for-profit corporation (hereinafter "Successful Respondent"), with its principal place of business at 1676 International Drive, Suite 800, McLean, VA, 22102.

1.2 Compliance with Procurement Laws

This Contract is the result of compliance with applicable procurement laws of the State of Texas. DIR issued a solicitation on the Comptroller of Public Accounts' Electronic State Business Daily, Request for Offer (RFO) DIR-CPO-TMP-553, on 06/15/2021, for Deliverables-based Information Technology Services (DBITS) (the "RFO"). Upon execution of all Contracts, a notice of award for DIR-CPO-TMP-553 shall be posted by DIR on the Electronic State Business Daily.

1.3 Order of Precedence

- a) For transactions under this Contract, the order of precedence shall be as follows:
 - i. this Contract;
 - ii. Appendix A, Standard Terms and Conditions;
 - iii. Appendix B, Successful Respondent's HUB Subcontracting Plan;
 - iv. Appendix C, DBITS Sample Statement of Work;
 - v. Exhibit 1, RFO DIR-CPO-TMP-553, including all Addenda; and
 - vi. Exhibit 2, Successful Respondent's Response to RFO DIR-CPO-TMP-553, including all Addenda.
- b) Each of the foregoing documents is hereby incorporated by reference and together constitute the entire agreement between DIR and Successful Respondent governing purchase transactions.

1.4 Definitions

Capitalized terms used but not defined herein have the meanings given to them in Appendix A, Standard Terms and Conditions.

2 Term of Contract

The initial term of this Contract shall be up to two (2) years commencing on the date of the last signature hereto (the "Initial Term"), with two (2) optional one-year renewals (each, a "Renewal Term"). Prior to expiration of the Initial Term and each Renewal Term, this Contract will renew automatically under the same terms and conditions unless either party provides written notice to the other party at least sixty (60) days in advance of the renewal date stating that the party wishes to discuss amendment or non-renewal.

3 Option to Extend

Successful Respondent agrees that DIR may require continued performance under this Contract at the rates specified in this Contract following the expiration of the Initial Term or any Renewal Term. This option may be exercised more than once, but the total extension of performance hereunder shall not exceed four (4) calendar months. Such extension of services shall be subject to the requirements of this Contract, with the sole and limited exception that the term shall be extended pursuant to this provision. DIR may exercise this option upon thirty (30) calendar days written notice to Successful Respondent.

4 Service Offerings

Services available under this Contract are limited to the technology categories defined in Request for Offer DIR-CPO-TMP-553 for deliverables-based information technology services. At DIR's sole discretion, Successful Respondent may incorporate changes or make additions to its service offering, provided that any changes or additions must be within the scope of the RFO. Successful Respondent has been awarded the following Technology Categories:

1. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP);
2. IT Assessments, Planning, Independent Verification and Validation (IV&V), and Market Research, Procurement Advisory, and Contract Implementation Services; and
3. Project and Program Management.

5 Pricing

Pricing for services under this Contract will be directly negotiated by Customer and Successful Respondent and shall be set forth in the applicable Statement of Work. Pricing shall include the DIR Administrative Fee (as defined below).

6 DIR Administrative Fee

- a) Successful Respondent shall pay an administrative fee to DIR based on the dollar value of all sales to Customers pursuant to this Contract (the "DIR Administrative Fee"). The amount of the DIR Administrative Fee shall be seventy-five hundredths of a percent (0.75%) of all sales, net of returns and credits. For example, the administrative fee for sales totaling \$100,000 shall be \$750.
- b) All prices quoted to Customers shall include the DIR Administrative Fee. DIR reserves the right to increase or decrease the DIR Administrative Fee during the term of this Contract, upon written notice to Successful Respondent without amending this Contract. Any increase or decrease in the DIR Administrative Fee shall be incorporated in the price to Customers.

7 Notification

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Hershel Becker or Successor in Office
Chief Procurement Officer
Department of Information Resources
300 W. 15th St., Suite 1300
Austin, Texas 78701
Phone: (512) 475-4700
Email: hershel.becker@dir.texas.gov

If sent to Successful Respondent:

Chris McConn
Guidehouse Inc.
708 Main Street
Houston, Texas 77002
Phone: (832) 567-6316

Email: cmconn@guidehouse.com

8 Statement of Work

- a) Services provided under this Contract shall be in accordance with the Statement of Work as set forth in **Appendix C** of this Contract. Successful Respondent and Customer may agree to terms and conditions that do not diminish or lessen the rights or protections of the Customer or the responsibilities or liabilities of Successful Respondent.
- b) Each Statement of Work for a state agency Customer shall be in accordance with Section 2157.0685, Texas Government Code, and 1 TAC 212, if applicable.

9 Conflicting or Additional Terms

- a) The terms and conditions of this Contract shall supersede any additional conflicting or additional terms in any additional service agreements, statement of work, and any other provisions, terms, conditions, and license agreements, including those which may be affixed to or accompany software upon delivery (sometimes called shrink-wrap or click-wrap agreements), and any linked or supplemental documents, which may be proposed, issued, or accepted by Successful Respondent and Customer in addition to this Contract (such additional agreements, "Additional Agreements"), regardless of when such Additional Agreements are proposed, issued, or accepted by Customer. Notwithstanding the foregoing, it is Customer's responsibility to review any Additional Agreements to determine if Customer accepts such Additional Agreement. If Customer does not accept such Additional Agreement, Customer shall be responsible for negotiating any changes thereto.
- b) Any update or amendment to an Additional Agreement shall only apply to Purchase Orders for the associated product or service offering after the effective date of such update or amendment; provided that, if Successful Respondent has responded to a Customer's solicitation or request for pricing, any subsequent update or amendment to an Additional Agreement may only apply to a resulting Purchase Order if Successful Respondent directly informs such Customer of such update or amendment before the Purchase Order is executed.
- c) Successful Respondent shall not require any Additional Agreement that: i) diminishes the rights, benefits, or protections of Customer, or that alters the definitions, measurements, or method for determining any authorized rights, benefits, or protections of Customer; or ii) imposes additional costs, burdens, or obligations

upon Customer, or that alters the definitions, measurements, or method for determining any authorized costs, burdens, or obligations upon Customer.

- d) If Successful Respondent attempts to do any of the foregoing, the prohibited documents will be void and inapplicable to this Contract or the Purchase Order between Successful Respondent and Customer, and Successful Respondent will nonetheless be obligated to perform such Purchase Order without regard to the prohibited documents, unless Customer elects instead to terminate such Purchase Order, which in such case may be identified as a termination for cause against Successful Respondent.

10 Authorized Exceptions to Appendix A, Standard Terms and Conditions

1. **Section 10.1.1 Indemnities by Successful Respondent, Subsection C.**, is hereby added as follows:

C. This Section is not intended to and shall not be construed to require Successful Respondent to indemnify or hold harmless DIR, the State of Texas, or Customers for any claims or liabilities resulting from the negligent acts or omissions of DIR, Customers, or their employees.

2. **Section 10.12 Limitation of Liability** is hereby replaced as follows:

- A. For any claim or cause of action arising under or related to the Contract, to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive, special, or consequential damages, even if it is advised of the possibility of such damages.
- B. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability for damages in any claim or cause of action arising under or related to such Purchase Order; provided that any such term may not limit Successful Respondent's liability below two-times the total value of the Purchase Order. Such value includes all amounts paid and amounts to be paid over the life of the Purchase Order to Successful Respondent by such Customer as described in the Purchase Order.
- C. Notwithstanding the foregoing or anything to the contrary herein, any limitation of Successful Respondent's liability contained herein or in a Purchase Order shall not apply to: claims of bodily injury; violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement;

indemnification requirements under the Contract, except as allowed by subsection 10.12(D) below; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

- D. Successful Respondent and a Customer may include in a Purchase Order a term limiting Successful Respondent's liability to such Customer under such Purchase Order for indemnification requirements under Section 10.1.1 (A) (i) and 10.1.1 (A) (iii); provided that any such term may not limit Successful Respondent's liability for such indemnification requirements below (i) \$1 million or (ii) two-times the total value of the Purchase Order whichever is greater. Such limitation shall be distinct and calculated separately from any limitation included in such Purchase Order pursuant to Section 10.12 (B) above. Such term shall not be valid unless it is stated on a standalone page signed by both parties and attached to the corresponding Purchase Order. NOTE: CUSTOMER SHOULD CONSULT WITH LEGAL COUNSEL AND CAREFULLY CONSIDER POTENTIAL RISKS ASSOCIATED WITH A DATA BREACH TO DETERMINE LIMITATIONS APPROPRIATE FOR SUCH PURCHASE ORDER.

(Remainder of this page intentionally left blank)

This Contract is executed to be effective as of the date of last signature.

Guidehouse Inc.

Authorized By: Signature on File

Name: Todd Hoffman

Title: Partner

Date: 3/14/2022

The State of Texas, acting by and through the Department of Information Resources

Authorized By: Signature on File

Name: Hershel Becker

Title: Chief Procurement Officer

Date: 3/24/2022

Office of General Counsel: Initial on File

Date: 3/24/2022

STATEMENT OF WORK

1.0 PURPOSE AND SCOPE

Guidehouse Inc. ('Guidehouse') through this Statement of Work provides support to Galveston County ('County' or 'Client') with regards to their Workday Implementation, including production support and incident management for daily operations, optimization support for existing configurations and activities designed to establish a Workday Governance Support Model to promote overall self-sufficiency and sustainability of the County's Workday program and solution. This Statement of Work effective as of March 1st, 2025 (the "**SOW Effective Date**"), is governed by the terms of the Texas DIR Contract, Contract# DIR-CPO-4947, executed by Guidehouse Inc. and Texas Department of Information Resources on March 14, 2022 ([DIR-CPO-4947 | Texas Department of Information Resources](#)) ("Agreement").

2.0 PARTIES' RESPONSIBILITIES

2.1 Services to be provided by Guidehouse:

Guidehouse will provide resources to perform the following activities in support of the Workday:

- **Workday Production Support**
 - Guidehouse will serve as an escalation point for any production incidents that may arise. County's resources are the first line of support to handle all requests and tasks, while Guidehouse consultants will dedicate time to help troubleshoot, offer processing advice, and resolve issues if the County's resources require assistance.
 - Guidehouse will assist the County in the prioritization and escalation (when necessary) of incidents.
 - Guidehouse will provide knowledge transfer associated with the troubleshooting and resolution of production incidents to the appropriate County support team member(s) as needed.
 - Guidehouse will provide a single point of contact for level of effort estimation, resource assignment, status reports and budgetary analysis.
 - The use of CAMPSite, Guidehouse's customer portal built and designed by Guidehouse, to promote and facilitate collaboration, project management and issue tracking for use during this engagement. CAMPSite is a JIRA and Confluence software-based integrated platform.
- **Workday Sustainability & Optimization**
 - Configuration & Solutions
 - Guidehouse understands that the County may be experiencing some challenges with existing Workday processes and configurations. Guidehouse will provide subject matter expertise on Workday functional areas and best practices to optimize existing configurations to meet the County's needs in the following areas:
 - Business Processes & Configurations
 - Security
 - Integrations
 - Reporting
 - Guidehouse will advise, recommend and if requested build solutions once business requirements are fully understood.
 - Recommendations and solutions will be reviewed with and approved by the County.
 - Solutions will be tested and moved to production by the client, with assistance from Guidehouse, while adhering to change control procedures.
 - Guidehouse will work with the County to manage requests, deliverables and their status.
 - Guidehouse will provide knowledge transfer associated with each solution provided.
 - Workday Governance & Support Model
 - Guidehouse will assist the County in establishing an overall Workday Governance & Support Team Model inclusive of operational, tactical and strategic levels of governance designed to manage the County's Workday program.
 - Operational

- Change control procedures designed to manage the intake, prioritization, decision making, requirements gathering, impact analysis, building, testing and deployment of new initiatives, solutions and feature functionality provided as part of the Workday Bi-Annual release support the County's strategic objectives. This can include assistance in preparing and deploying Workday homepage announcements for all Workday platforms.
- Well defined support team roles & responsibilities and recommended training
- Tactical
 - Development and maintenance of a rolling adoption roadmap with oversight by a Change Control Committee responsible for resource planning, provides direction to the operations team, escalate issues when necessary, stakeholder engagement and user adoption and ensures timely decision making
- Strategic
 - Promotes organizational commitment to the Workday program, aligns program initiatives with the strategic objectives of the organization, removes obstacles, measures performance and program value, and provides the resources necessary to sustain the Workday Program

2.2 Additional provisions applicable to the Services:

Limitation of Liability: Notwithstanding the terms of any other provision, the total liability of Guidehouse and its affiliates, directors, officers, employees, subcontractor, agents and representatives for all claims of any kind arising out of the Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Guidehouse under this SOW. Neither Guidehouse nor Client shall in any event be liable for any indirect, consequential or punitive damages, even if Client or Guidehouse have been advised of the possibility of such damages.

2.3 Deliverables:

ID	Name	Description	Format
DEL-001	Workday Solutions	Documentation relevant to recommended and/or deployed solutions to be stored in CAMPSite, catalogued by issue/initiative, accessible by Galveston County for extraction.	MS Word & other content
DEL-002	Workday Program Governance & Support	A document that defines any recommendations resulting from discussions surrounding Workday program governance, support models and software updates.	MS Word / PowerPoint

2.4 Client's Responsibilities:

The below outlines responsibilities of Galveston County during performance of this work:

- Provide primary point of contact
- Provide solution requirements
- Provide written acceptance of deliverables
- Provide access to Workday implementation tenants
- Provide timely access to project resources

2.4 Assumptions:

- **Price:** If the information provided by the Client, either in writing or in the RFP, omits or misrepresents any materially relevant facts that would have altered any pricing estimates and/or recommended solutions, Guidehouse reserves the right to renegotiate a revised budget based upon the actual circumstances.
- **Change in Scope:** Please note that changes, including an alteration to the scope or approach, additional meetings, or other changes or delays requested by the Client that would (i) materially increase Guidehouse's level of effort, (ii) include additional business processes, (iii) add unanticipated complexity to the project, (iv) or lengthen the timeline, will likely result in an increase in fees equal to the changes. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope and fees.
- **Client Resources:** Client project staff will have the availability, authority, competency, and organizational knowledge to successfully make decisions.
- **Previous Work:** Guidehouse shall not be liable for any damages caused by the implementation services provided by prior implementation partner and any subsequent damages that may arise as a result of prior implementation partner's implementation services.

2.5 Timing

The timing of the Services is as follows:

Estimated Project Start Date:	3/1/2025
Estimated Project Completion Date:	3/1/2026

3.0 RESOURCES ASSIGNED

3.1 The Guidehouse personnel assigned to provide Services and Deliverables under this Amendment are as follows:

Staff	Rate
Director	\$311.50
Associate Director	\$253
Managing Consultant	\$220
Senior Consultant	\$200
Consultant	\$144

4.0 FEES, EXPENSES AND PAYMENT

4.1 Professional Fees and Expenses:

Hours	Payment	Estimated Total
600	Time and Materials	\$128,689

The services provided under this SOW shall not exceed \$130,000.00 without a mutually agreed to change order.

5.0 Incorporation by Reference; Conflict.

This SOW is governed by the terms and conditions of the Agreement. The terms of the Agreement are hereby expressly incorporated by reference into and made a part of this SOW. In the event of a conflict between the terms and conditions of the Agreement and this SOW, the terms of this SOW shall take precedence and control over those of the Agreement unless otherwise and specifically agreed to in writing by all parties. In the event of a conflict between the terms and conditions of this SOW and any related exhibits, attachments, or proposals, the terms of this SOW shall take precedence and control over those of the exhibit, attachment, or proposal hereto unless otherwise agreed to in writing by all parties. Any defined terms not otherwise defined herein shall have the meanings set forth in the Agreement. This SOW may be executed (including by facsimile and PDF signature) in one or more counterparts, with the same effect as if the parties had signed the same document. This SOW may be modified or amended only by a written document signed by both parties. The parties hereto acknowledge having read this SOW and agree to be bound by its terms.

IN WITNESS WHEREOF, the parties have each caused this SOW to be signed and delivered by their duly authorized representatives, all as of the SOW Effective Date.

Galveston County Executive Sponsor/Approver: _____


Mark Henry

Galveston County Executive Sponsor/Approver Title: County Judge

Galveston County Executive Sponsor/Approver Signature: _____

Date: 2/17/2025

Guidehouse Partner/Approver: Erin Hutchins

Guidehouse Partner/Approver Title: Partner

Guidehouse Partner/Approver Signature:  _____

Date: 01/27/2025