

Joint Amendment Number 1
to
Contract Number DIR-CPO-4931
and
Contract Number DIR-CPO-4947
between
State of Texas, acting by and through the Department of Information Resources
and
Grant Thornton LLP
and
Guidehouse Inc.

This joint Amendment Number **1** ("**Amendment**") to **Contract** Number **DIR-CPO-4931** (the "Assigned Contract") and Contract Number DIR-CPO-4947 (the "Surviving Contract") is between the Department of Information Resources ("**DIR**"), Grant Thornton LLP ("**Assignor**"), and Guidehouse Inc. ("**Assignee**"), a Delaware corporation with its principal place of business at 1676 International Drive, Suite 800, McLean, VA, 22102. Capitalized terms used but not defined herein have the meanings given to them in the Contract. DIR, Assignor, and Assignee hereby agree as follows:

1. DIR hereby acknowledges and consents to the assignment of DIR Contract Number DIR-CPO-4931 (the "Assigned Contract") by Assignor to Assignee.
2. Assignee hereby agrees to assume all responsibilities of Successful Respondent and to perform all duties and obligations to be performed by Successful Respondent under the Assigned Contract in accordance with the terms and conditions of the Assigned Contract to the same extent as if Assignee had been an original party thereto instead of Assignor. Further, Assignee hereby agrees to assume all responsibilities of Successful Respondent, to perform all duties and obligations to be performed by Successful Respondent, and to ensure that any Order Fulfiller performs all duties and obligations to be performed by such Order Fulfiller, under all Purchase Orders issued under the Assigned Contract to the same extent as if Assignee had been an original party thereto instead of Assignor.
3. DIR and Assignee hereby agree to combine the Assigned Contract and the Surviving Contract into a single contract number, which shall be that of the Surviving Contract, effective as of the date of this Amendment. This combination is effected solely for administrative efficiency, and shall not be deemed to waive, diminish, or otherwise alter the rights, responsibilities, or obligations of any party under the Assigned Contract or any Purchase Order issued thereunder. Upon and after the effective date of this Assignment, all references to "DIR-CPO-4931" shall be deemed to refer to the Surviving Contract.

4. Assignee represents that it is not currently delinquent in the payment of any franchise tax owed the State of Texas and is not ineligible to receive payment under §231.006 of the Texas Family Code and acknowledges the Surviving Contract may be terminated and payment withheld if this certification is inaccurate.
5. Assignee hereby represents it is authorized to do business in the State of Texas and is in good standing with the Comptroller of Public Accounts.
6. **Contract Section 4. Service Offerings of the Surviving Contract** is hereby amended and replaced in its entirety as follows:

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:

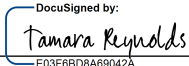
1. Application Development, Maintenance, and Support, Technology Upgrade, Migration, and Transformation; and Enterprise Resource Planning (ERP);
2. Business Intelligence (BI), Data Management, Analytics, and Automation, including Data Warehousing;
3. IT Assessments, Planning, Independent Verification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

All other terms and conditions of the **Surviving Contract**, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be this Joint Amendment Number 1, and then the Surviving Contract.

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IN WITNESS WHEREOF, the parties hereby execute this amendment to be effective as of the date of the last signature.

Grant Thornton LLP (Assignor)

Authorized By:  _____
E03F6BD8A69042A...

Name: Tamara Reynolds _____

Title: Partner _____

Date: 12/1/2022 | 2:25 PM CST _____

Guidehouse Inc. (Assignee)

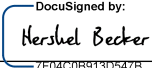
Authorized By:  _____
908274FA84B2476...

Name: Chris O'Brien _____

Title: Partner _____

Date: 12/6/2022 | 8:08 AM PST _____


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

Authorized By:  _____
7F04C0B913D547B...

Name: Hershel Becker _____

Title: Chief Procurement Officer _____

Date: 12/21/2022 | 12:42 PM CST _____

Office of General Counsel:  _____ 12/9/2022 | 3:08 PM CST

Execution Version
CONFIDENTIAL

PRE-NOVATION AGREEMENT

THIS PRE-NOVATION AGREEMENT (the “Agreement”) is made as of September 30, 2022, by and between Grant Thornton LLP, an Illinois limited liability partnership (“Prime Contractor”), and Grant Thornton Public Sector, LLC, a Delaware limited liability company (“Subcontractor”). Capitalized terms used but not defined herein shall have the meanings assigned to them in the Merger Agreement (as defined below).

WHEREAS, Prime Contractor has entered into the Government Contracts Pending Novation/Assignment set forth on Exhibit A hereto with the United States of America or another Governmental Entity (each, the “Government”), as from time to time amended, modified or supplemented, including all statements of work, attachments thereto and instruments incorporated therein (collectively, the “Outstanding Contracts”);

WHEREAS, Prime Contractor has submitted to the Government the outstanding Government Bids set forth on Exhibit B hereto (collectively, the “Outstanding Bids”);

WHEREAS, Prime Contractor, on the one hand, and Subcontractor, on the other hand, have entered into the Bill of Sale, Assignment and Assumption Agreement dated as of January 1, 2020, whereby Prime Contractor conveyed and Subcontractor accepted and assumed certain assets;

WHEREAS, Prime Contractor, Subcontractor and Parent have entered into the Agreement and Plan of Merger dated as of August 21, 2022, (the “Merger Agreement”), whereby, at the Closing, Subcontractor will merge with and into Parent, with Parent continuing as the Surviving Entity and, from and after the Effective Time, all of the assets, property, rights, privileges, powers and franchises of Subcontractor and Parent, including all of Subcontractor’s rights under this Agreement, shall vest in the Surviving Entity, including the Outstanding Contracts and Outstanding Bids, and all debts, liabilities, restrictions and duties of Subcontractor and Merger Sub shall become the debts, liabilities, restrictions and duties of the Surviving Entity;

WHEREAS, in accordance with the Merger Agreement, Prime Contractor has submitted, will submit or will resubmit to the applicable Governmental Entities for approval certain Novation Agreements and consent to assignment requests with respect to the Outstanding Contracts (each, a “Novation or Assignment Request”); and

WHEREAS, Prime Contractor and Subcontractor desire to arrange for the continued performance of each Outstanding Contract in accordance with all of their respective requirements and terms until such time as the Government approves the Novation or Assignment Request with respect to such Outstanding Contract and recognizes Subcontractor as the successor in interest to such Outstanding Contract.

NOW, THEREFORE, in reliance upon the agreements made herein and in consideration of the premises and covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

ARTICLE I – SCOPE OF WORK

1. Incorporation of Outstanding Contracts; Definitions.

(a) Each Outstanding Contract is incorporated by reference herein. To give effect to the provisions contained therein, with respect to each Outstanding Contract, any reference to the “Government” or the “Contracting Officer” shall mean the Prime Contractor and any reference to the “Contractor” shall mean Subcontractor except “Government” and “Contracting Officer” do not change (a) in the phrase “Government Property,” “Government Owned Property,” “Government Equipment,” and “Government Owned Equipment,” (b) when a right, act, authorization, or obligation can be granted or performed only by the Government or the Contracting Officer or his duly appointed representative; (c) when title to property is to be transferred directly to the Government; (d) when rights to or title in intellectual property are to be granted to the Government; or (e) when any other reference by its terms is applicable only to the Government.

(b) “Transferred Books and Records” means files, documents, books and records that are primarily related to Subcontractor that are owned by Prime Contractor or in the possession of Prime Contractor, including customer and supplier lists, invoices and purchase orders, sales and pricing data, price lists, sales material and records (including pricing history, total sales, terms and conditions of sale, sales and pricing policies and practices), customer purchasing histories, customer complaints and inquiry files, supplier records, customer correspondence, product data, manuals, sales and promotional literature, technical information, drawings, specifications and other engineering data, including data and files constituting intellectual property, books of account, ledgers and general, financial and accounting records, machinery and equipment maintenance files, distribution lists, production data, quality control records and procedures, research and development files, records and data (including all correspondence with any Governmental Entities), strategic plans, internal financial statements, marketing and promotional surveys, and material and research, data and files and other records in each case primarily related to the Outstanding Contracts and Outstanding Bids.

2. Prime Contractor Responsibility. Prime Contractor shall retain its legal obligations as a prime contractor in accordance with each Outstanding Contract. Without limiting the generality of the foregoing, Prime Contractor shall pass on to Subcontractor as promptly as reasonably practicable all orders, requests for work, and other documentation received by Prime Contractor under any Outstanding Contract. Prime Contractor shall not take any action with the intent to interfere with Subcontractor’s performance under any Outstanding Contract. Prime Contractor shall provide assistance as reasonably necessary for Subcontractor to perform under each Outstanding Contract, including by issuing to Subcontractor any required DD Form 254s or other security requirements with respect to the Outstanding Contracts.

3. Subcontractor Responsibility. To the extent permitted under applicable Law and the terms and conditions of each Outstanding Contract, Subcontractor shall diligently perform all requirements and furnish to the Government all services and materials necessary to complete performance of each Outstanding Contract in accordance with the terms and conditions thereof

and in compliance with all applicable laws, governmental rules or regulations in effect, in each case as of the date hereof or as amended during the term of this Agreement. Without limiting the foregoing, unless Prime Contractor indicates otherwise by written notice to Subcontractor or applicable Law requires otherwise, Subcontractor shall be considered Prime Contractor's agent for purposes of (a) handling administrative actions necessary to effect and support performance of an Outstanding Contract or Outstanding Bid, including collecting all amounts that may be due from the other party to an Outstanding Contract and that relate to the period of Subcontract performance hereunder with respect to an Outstanding Contract, and (b) negotiating or otherwise handling all matters that may arise in connection with an Outstanding Contract or Outstanding Bid, including submission of any REAs or claims in connection with an Outstanding Contract, any revisions to an Outstanding Bid, and any protest in connection with an Outstanding Bid.

4. Proposals and Awarded Contracts. At Subcontractor's request, Prime Contractor shall submit to the Government any bids, proposals or other documents prepared by Subcontractor seeking an extension to, modification of or award of a new task order or delivery order under an Outstanding Contract. If any such task order, any such delivery order or an Outstanding Bid is accepted or awarded after Closing, the resulting Government Contract shall be treated as an Outstanding Contract for purposes hereof. If a bid or proposal is submitted under an Outstanding Contract after the date hereof by Subcontractor or by Prime Contractor on behalf of Subcontractor, the submitted proposal or proposal will be treated as an Outstanding Bid for purposes of this Agreement.

ARTICLE II – RELATIONSHIP OF PARTIES

1. Cooperation. Prime Contractor and Subcontractor shall fully cooperate with each other to ensure that (a) all requirements of each Outstanding Contract are satisfied and that the transition of performance occurs without disruption or inconvenience to the Government and (b) each Outstanding Bid is transitioned to Subcontractor in a manner that (i) is consistent with applicable Law and solicitation requirements and (ii) preserves the full value to Subcontractor of each Outstanding Bid.

2. Communications with Government. Subcontractor shall, in the first instance, be responsible for communications with the Government regarding any Outstanding Contract or Outstanding Bid. Subcontractor shall promptly inform Prime Contractor of the substance of any such written or oral communications that are material. Prime Contractor shall use reasonable best efforts to include the Subcontractor with respect to any material communications with the Government regarding an Outstanding Contract or Outstanding Bid; provided that circumstances may dictate that from time to time the Government may initiate communications with Prime Contractor in such a manner that it cannot include the Subcontractor from the outset in which cases the Prime Contractor shall use reasonable best efforts to limit the amount of material communication with the Government until the other party can become involved. Prime Contractor shall promptly forward to Subcontractor any material communications received from the Government after the Closing Date concerning an Outstanding Contract or Outstanding Bid.

3. Modification of Contracts or Bids. Prime Contractor shall not make or consent to any modification of an Outstanding Contract or an Outstanding Bid without the prior written consent of Subcontractor.

4. Disclosure. The parties hereby agree that the contents of this Agreement may be made known to the Government.

5. Authorization.

(a) Prime Contractor hereby appoints and authorizes Subcontractor, its employees and designees, at Subcontractor's election, to serve as its exclusive agent for the purpose of submitting invoices in Prime Contractor's name to the Government seeking any and all payments under any Outstanding Contract for work performed pursuant to such Outstanding Contract after the Closing Date. Should Subcontractor elect to submit invoices to the Government, it shall do so consistent with the pricing and other requirements set forth in an Outstanding Contract. Prime Contractor shall pass on to Subcontractor, without any withholding or setoff, via wire transfer as promptly as practicable and in no event later than five (5) Business Days of Prime Contractor's receipt thereof of any amounts paid by, and received from, the Government for performance by Subcontractor of its obligations under any Outstanding Contract. If the Government disputes or otherwise fails to pay an invoice, Prime Contractor shall promptly inform Subcontractor and provide any information supplied by the Government related to the dispute or non-payment.

(b) Subcontractor shall maintain true and correct books and records pertaining to such invoiced amounts and, upon reasonable notice, shall permit an independent third party entity hired by Prime Contractor, at Prime Contractor's own expense to audit such books and records solely to verify the accuracy and appropriateness of all charges; provided that such audit does not unreasonably interfere with the conduct of the business and provided that such books and records are kept confidential in accordance with this Agreement.

(c) Subcontractor recognizes that if any Outstanding Contract involves products, services or technical data subject to the export laws of the United States or other Governmental Authority, Subcontractor shall be responsible for complying with any and all such export laws, including obtaining any registration or licenses required for the lawful export of any such items.

(d) For purposes of allowing Subcontractor to fulfill its obligations under this Agreement, Prime Contractor hereby delegates authority to [name of Subcontractor employee], [title], to enter into, execute, process and deliver for, or in the name or on behalf of, Prime Contractor bids, proposals, offers, orders and modifications, amendments or extensions thereto, and any other documents that arise in the ordinary course under any Outstanding Contract or Outstanding Bid (the "Contract Documents"); provided that the foregoing authority shall not permit Subcontractor or its employees to issue checks, drafts, or other orders on the funds of Prime Contractor or take any action that is inconsistent with this Agreement. Any Contract Documents requiring signature of Prime Contractor shall be ratified by a counter-signature by Prime

Contractor and returned to Subcontractor as promptly as practicable and in no event later than three (3) Business Days of receipt by Prime Contractor.

(e) Nothing in this Article II is intended or shall be construed to transfer any rights to any Outstanding Contract or usurp, violate or otherwise negate the requirements of the Anti-Assignment Act, 41 U.S.C. § 15(a), the Assignment of Claims Act, 31 U.S.C. § 3727(a)(1)(b) (the “Acts”) or the Outstanding Contracts. In the event of any claim by any Government agency of a violation of such requirements as a result of this Article II, the parties shall cooperate in good faith and assist each other as is reasonably necessary to correct such claimed violations and seek the Government’s ratification of the Outstanding Contract related document claimed to be an unlawful assignment under the Acts.

(f) For the avoidance of doubt, Prime Contractor shall not charge the Government any brokerage or similar fee or other markup in connection with any Outstanding Contract or Outstanding Bid.

ARTICLE III –TERM AND TERMINATION

1. Term. The term of this Agreement shall be from the Closing Date until the earlier of (a) such time all Outstanding Contracts, including any extensions or options thereto exercised by the Government, are novated to Subcontractor or Parent, completed, replaced by a successor contract between Subcontractor or Parent and the Government or terminated (whichever occurs first), and all Outstanding Bids are no longer outstanding or pending award decision or (b) such time as this Agreement is terminated upon mutual agreement by the parties as evidenced in writing. Except as set forth in Article VI, Section 7, with respect to each Outstanding Contract and each Outstanding Bid, the responsibilities of the parties hereunder shall begin upon the Closing Date and shall cease upon the earlier of: (i) contract novation or assignment of such Outstanding Contract; (ii) completion and closeout (if required), replacement by a successor contract between Subcontractor or Parent and the Government or termination of such Outstanding Contract, including any renewals or options thereto exercised by the Government; (iii) receipt of a final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor; (iv) withdrawal, rejection or award of such Outstanding Bid with no pending or reasonably anticipated protests; or (v) termination of this Agreement.

2. Termination of an Outstanding Contract. In the event that an Outstanding Contract is terminated in whole or in part by the Government prior to contract novation or assignment and prior to expiration of the term of this Agreement, the rights of the parties concerning the termination shall be governed by the provisions of the applicable termination clause(s) (such as the termination for convenience provisions or the termination for default provisions, as applicable) set forth in such Outstanding Contract. Prime Contractor may terminate Subcontractor’s work under an Outstanding Contract if and to the extent such Outstanding Contract is terminated by the Government or if Prime Contractor receives final written determination by the Government that such Outstanding Contract may not be performed by Subcontractor.

ARTICLE IV – CONFIDENTIALITY

1. Definition of Confidential Information. As used herein, “Confidential Information” shall mean any information or data of a party (the “Disclosing Party”) or its customers received or obtained by the other party (the “Recipient”) as a result of the exercise of the Recipient’s rights or the performance of the Recipient’s obligations under this Agreement, and includes any business, marketing, sales, technical and scientific information, trade secrets, processes, designs, data, formulae, plans, product or service specifications and information, prototypes, software, source code, customer information and lists, research, business opportunities, contracts and contract information, and other information and materials related to or arising from the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids and which may be in any form or medium. Notwithstanding the foregoing, Confidential Information shall not include any information that (a) becomes generally available other than as a result of a breach of the provisions of this Article IV or any other confidentiality agreement with the Disclosing Party; (b) was received or becomes available on a non-confidential basis to the Recipient from a source, other than the Disclosing Party or its customers, that to the Recipient’s knowledge is not or was not bound to hold such information confidential, (c) was acquired or developed independently by the Recipient without the use of the Disclosing Party’s Confidential Information and without violating this Article IV or any other confidentiality agreement with the Disclosing Party; (d) is approved in writing for release or disclosure to the public by the Disclosing Party; or (e) is set forth in or derived, in whole or in part, from Transferred Books and Records.

2. Use and Disclosure Limitations. Except pursuant to Section 3 of this Article IV, unless instructed otherwise by the Disclosing Party in writing, any Confidential Information received or obtained by the Recipient as a result of the exercise of its rights or the performance of its obligations under this Agreement shall be kept in confidence and shall not be disclosed to a third party, except as authorized in writing by the Disclosing Party. The Recipient is authorized to use Confidential Information in furtherance of the objectives of the Agreement and in the performance and administration of the Outstanding Contracts and Outstanding Bids, if applicable, and is granted any necessary permission by the Disclosing Party to do so. The Recipient shall treat the Confidential Information of the Disclosing Party in the same manner as the Recipient treats and holds its own confidential information of a similar nature, but in no case with less than a commercially reasonable standard of care.

3. Restrictive Notice; Government Disclosure. With respect to Confidential Information that will be disclosed or delivered to the Government, if the Confidential Information was marked with a restrictive notice by the originating party, the Disclosing Party will retain the restrictive notice, or will substitute the applicable notice prescribed by the Government for such purposes, if any. If Prime Contractor or Subcontractor is notified that the Government proposes to disclose any such Confidential Information to a third party or is considering doing so, it will provide prompt written notice to the other party. In the event of an authorized disclosure by a party to a third party other than the Government, any restrictive notice will be retained on any information so disclosed.

4. Relief. The Recipient agrees that unauthorized disclosure or use of the Confidential Information may cause irreparable harm and result in significant commercial damage to the Disclosing Party. The parties agree that the Disclosing Party shall be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach of the covenants regarding Confidential Information, in addition to all other remedies available at law and in equity.

ARTICLE V – DISPUTES

1. Resolution of Disputes. For the purposes of this Agreement, the terms “claim,” “certification” or “certify,” and “dispute” shall have the meaning of the same terms as used in the Contract Disputes Act of 1978 (41 U.S.C. §§ 601-613), FAR Subpart 33.2, and FAR 52.233-1. All disputes arising under or relating to this Agreement shall be resolved under this Article V.

2. Procedure. With respect to any claim made by Subcontractor for which the Government is or may be liable, Subcontractor agrees that it will prepare and certify its claim in accordance with applicable law and will present it to Prime Contractor for submission to the Government under the Contract Disputes Act. Prime Contractor shall submit any such reasonable, certified and supported claim to the Government, at the expense of Subcontractor. In the event Subcontractor determines that an appeal of any government contracting officer final decision on a claim is appropriate, Prime Contractor shall permit Subcontractor, at Subcontractor’s expense, to appeal such final decision in the name of Prime Contractor. In such event, Prime Contractor shall reasonably cooperate in the prosecution of such appeal. Prime Contractor shall take no action to settle or prejudice Subcontractor’s claim. Prime Contractor shall promptly pay to Subcontractor any amount received by Prime Contractor as a result of a government contracting officer final decision or an appeal involving an Outstanding Contract.

3. Continuation of Performance. Unless this Agreement is terminated pursuant to Article III, Section 1, the parties shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, dispute or action arising under or in connection with the Agreement.

ARTICLE VI – MISCELLANEOUS

1. Waiver. The waiver or failure of any party to enforce the terms of this Agreement shall not constitute a waiver of that party’s rights under this Agreement with respect to any other violation of the same or other terms.

2. Assignment. This Agreement and all the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; provided that neither party may assign this Agreement or any of the rights, interests or obligations hereunder without the prior written consent of the other party. Notwithstanding the foregoing, (a) Subcontractor may, without the consent of, or notice to, Prime Contractor, subcontract any portion of an Outstanding Contract or Outstanding Bid, (b) Subcontractor may, without the consent of, or notice to, Prime Contractor, assign all or any portion of this Agreement to Parent, (c) either party may, without the consent of, or notice to, the other party, assign any of its rights, remedies or obligations hereunder to an Affiliate of such party, and (d) Prime Contractor may, without the

consent of, or notice to, Subcontractor or Parent, assign its rights, remedies and obligations hereunder to a successor-in-interest to all or substantially all of Prime Contractor's assets or those assets of Prime Contractor's business that do not require Prime Contractor to be an independent public accounting firm and issue an audit or attestation opinion (including any system and organizational controls opinion). Any attempted assignment in violation of this Article VI, Section 2 shall be void, *ab initio*.

3. Indemnity. Subcontractor shall indemnify and hold Prime Contractor harmless from any and all liabilities incurred by Prime Contractor directly arising out of any Outstanding Contract or Outstanding Bid after the date hereof.

4. Independent Contractor Relationship. Subcontractor's relationship with Prime Contractor will be that of an independent contractor and nothing in this Agreement should be construed to create a partnership, joint venture or employer-employee relationship.

5. Entire Agreement. This Agreement and the other Transaction Documents contain the entire understanding between the parties hereto relating to the subject matter hereof and supersede all prior negotiations, agreements, communications and writings with respect to this Agreement. This Agreement may only be amended by a writing signed by both parties hereto.

6. Severability. The provisions of this Agreement are independent and severable. To the extent that any one provision is rendered inoperative, or is contrary to law, the parties agree that, to the extent possible, all other provisions of this Agreement shall be given full force and effect.

7. Survival. The provisions of Article IV and Section 3 of this Article VI shall survive termination or expiration of this Agreement.

8. Section Headings. Section headings are provided for purposes of convenience only, and do not limit the scope or effect of the provisions and clauses of this Agreement.

9. Governing Law. This Agreement, and any and all proceedings commenced in connection with or relating to this Agreement (whether at law, in contract or in tort), shall be governed by, and construed and enforced in accordance with, the Laws of the State of Delaware (without giving effect to its principles or rules of conflict of laws to the extent such principles or rules would require or permit the application of the Laws of another jurisdiction).

10. Party Disputes. Other than disputes and claims subject to Article V above, the parties shall attempt in good faith to resolve any dispute arising out or relating to this Agreement promptly by negotiations in accordance with this Article VI, Section 10. If such a dispute arises, then either party may submit the dispute for consideration by senior executives of the parties who do not have direct responsibility for administration of this Agreement (collectively, the "Senior Executives"). The Senior Executives shall meet for negotiations (which may be held telephonically) as often as the Senior Executives deem reasonably necessary to resolve the dispute. If the dispute is not resolved within thirty (30) days after the day that the Senior Executives first

considered the dispute, then either party may pursue any and all rights and remedies available to it at law or in equity.

11. Jurisdiction and Venue. Each party agrees to submit to the exclusive jurisdiction of the Delaware Court of Chancery within the State of Delaware (or if the Delaware Court of Chancery declines to accept jurisdiction over such Proceeding, any other court of the State of Delaware located in the City of Wilmington, State of Delaware, or the United States District Court for the District of Delaware) for the purpose of any Action against a party hereto with respect to the subject matter of, or related to, this Agreement. Each party irrevocably waives any objection which it may now or hereafter have to the venue of any Action arising out of or relating to this Agreement brought as provided in this subsection, and further irrevocably waives any claim that any such Action brought in any such court has been brought in an inconvenient forum. To the extent a party has or may later acquire any immunity from jurisdiction of any court or from legal process with respect to itself or its property, such party hereby irrevocably waives such immunity under this section.

12. Waiver of Jury Trial. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE EACH PARTY'S RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THE PARTIES RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

13. Notices. Any notice or communication required to be given by this Agreement must be delivered as if a notice under the Merger Agreement, with an additional copy delivered as provided below (which shall not constitute notice hereunder):

For Prime Contractor to:

Grant Thornton LLP
171 North Clark Street
Chicago, Illinois 60601
Attn: Kenneth R. Cunningham, Chief Legal Officer
Email: ken.cunningham@us.gt.com

with a copy (which shall not constitute notice or service of process) to:

Morrison & Foerster LLP
370 Seventeenth Street
4200 Republic Plaza

Denver, CO 80202-5638
Attn: Tyler Sewell
Email: tsewell@mofo.com

and

Morrison & Foerster LLP
2100 L Street, NW Suite 900
Washington, D.C. 20037
Attn: Damien Specht
Email: dspecht@mofo.com

For Subcontractor or Parent to:

Guidehouse Inc.
1676 International Drive, Suite 800
McLean, VA 22102
Attn: Edward Eich, General Counsel
Email: eeich@guidehouse.com

with a copy (which shall not constitute notice or service of process) to:

Milbank LLP
55 Hudson Yards
New York, NY 10001
Attn: Rick Presutti
Email: rpresutti@milbank.com

and

Covington & Burling LLP
One CityCenter
850 Tenth Street NW
Washington, DC 20001
Attention: Scott A. Freling
Email: sfreling@cov.com

14. Effective Date. This Agreement is entered into and is effective as of the date hereof.

15. Authority; Counterparts. This Agreement is executed by individuals who are duly authorized to legally bind their respective organizations. This Agreement may be executed in two or more counterparts, each of which will be considered an original instrument and which together will be considered one and the same agreement, and will become effective when the counterparts, that together contain the signatures of each party hereto, will have been delivered to Prime Contractor and Subcontractor. Delivery of executed signature pages by facsimile transmission will constitute effective and binding execution and delivery of this Agreement.

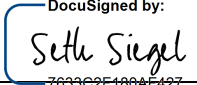
(Signature Page Follows)

IN WITNESS WHEREOF, the parties have caused this Pre-Novation Agreement to be duly executed, as of the date first written above.

Prime Contractor:

Grant Thornton LLP

DocuSigned by:

By: 
Name: Seth Siegel
Title: Chief Executive Officer

Subcontractor:

Grant Thornton Public Sector LLC

By: _____
Name: Carlos Ota
Title: Managing Partner

IN WITNESS WHEREOF, the parties have caused this Pre-Novation Agreement to be duly executed, as of the date first written above.

Prime Contractor:

Grant Thornton LLP

By: _____
Name: Seth Siegel
Title: Chief Executive Officer

Subcontractor:

Grant Thornton Public Sector LLC

By: _____
Name: Carlos Otal
Title: Managing Partner

DocuSigned by:
Carlos A Otal
E35A44B0C1E14AC...

Exhibit A

Outstanding Non-LLP PSS Contracts

[illegible]

REDACTED		
2017-129	(blank)	University of Texas System
REDACTED		
DIR-CPO-4931	(blank)	Texas Department of Information Resource
REDACTED		

Exhibit B
Outstanding Government Bids, Options and Tasks
Non-GSA Contracts

[illegible]

[illegible]

Delaware

The First State

Page 1

*I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF
DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT
COPY OF THE CERTIFICATE OF MERGER, WHICH MERGES:*

*"GRANT THORNTON PUBLIC SECTOR LLC", A DELAWARE LIMITED
LIABILITY COMPANY,*

*WITH AND INTO "GUIDEHOUSE INC." UNDER THE NAME OF
"GUIDEHOUSE INC.", A CORPORATION ORGANIZED AND EXISTING UNDER
THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS
OFFICE ON THE THIRTIETH DAY OF SEPTEMBER, A.D. 2022, AT 8:40
O`CLOCK A.M.*

A handwritten signature of Jeffrey W. Bullock in black ink, written over a horizontal line.

Jeffrey W. Bullock, Secretary of State

2630937 8100M
SR# 20223660578

Authentication: 204518771
Date: 09-30-22

You may verify this certificate online at corp.delaware.gov/authver.shtml

State of Delaware
Secretary of State
Division of Corporations
Delivered 08:40 AM 09/30/2022
FILED 08:40 AM 09/30/2022
SR 20223660578 - File Number 2630937

**STATE OF DELAWARE
CERTIFICATE OF MERGER OF
DOMESTIC LIMITED LIABILITY COMPANY
INTO A
DOMESTIC CORPORATION**

Pursuant to Title 8, Section 264(c) of the Delaware General Corporation Law and Title 6, Section 18-209 of the Delaware Limited Liability Company Act, the undersigned corporation executed the following Certificate of Merger:

FIRST: The name of the surviving corporation is Guidehouse Inc., a Delaware corporation, and the name of the limited liability company being merged into this surviving corporation is Grant Thornton Public Sector LLC.

SECOND: The Agreement and Plan of Merger, dated as of August 21, 2022, by and among Guidehouse Inc., Grant Thornton LLP and Grant Thornton Public Sector LLC (the "Merger Agreement"), setting forth the terms and conditions of the Merger, has been approved, adopted, certified, executed and acknowledged by the surviving corporation and the merging limited liability company.

THIRD: The name of the surviving corporation is Guidehouse Inc.

FOURTH: The merger shall become effective upon the filing of this Certificate of Merger with the Secretary of State of the State of Delaware.

FIFTH: An executed copy of the Merger Agreement is on file at the following address, the place of business of the surviving corporation:

Guidehouse Inc.
2941 Fairview Park Drive, Suite 501
Falls Church, VA 22042
Attn: Edward Eich, General Counsel
Email: eeich@guidehouse.com

SIXTH: A copy of the Merger Agreement will be furnished by the surviving corporation on request, without cost, to any stockholder of any constituent corporation or member of any constituent limited liability company.

SEVENTH: The Certificate of Incorporation of Guidehouse Inc. shall be the surviving corporation's Certificate of Incorporation.

(Signature Page Follows)

IN WITNESS WHEREOF, said corporation has caused this Certificate of Merger to be executed by an authorized officer in its company name, on the 30th day of September 2022.

GUIDEHOUSE INC.

By: 

Name: Scott McIntyre

Title: President and Chief Executive Officer

Independent Verification and Validation Services – SOW No. 3202200017



Addendum #1

Issue date 3/08/2022

Statement of Work

Deliverables Based Information Technology Service (DBITS)

Independent Verification and Validation (IV&V) Services

SOW No. 3202200017

Owner:

Texas Workforce Commission

101 East 15th Street, Austin, Texas 78778

Purpose:

- 1. Posting of Amended SOW dated March 8, 2022.**
- 2. Posting of Questions & Answers for Solicitation.**

THIS ADDENDUM FORMS A PART OF THE CONTRACT DOCUMENTS.

ACKNOWLEDGE RECEIPT OF THIS ADDENDUM IN THE SPACE PROVIDED BELOW AND SUBMIT WITH THE RESPONSE, FAILURE TO DO SO MAY DISQUALIFY RESPONDENT.

A handwritten signature in black ink, appearing to read "Douglas Brown", is written over a horizontal line.

Respondent's Signature of Acknowledgement

Date: 3/18/22

- 1. Respondent must include page 1, signed, and dated, with their SOW submission response.**
- 2. Pages 2 thru 15 are not required to be submitted with response.**



Texas Workforce Commission

Amended Statement of Work

Deliverables Based Information Technology Services (DBITS)

Independent Verification and Validation (IV&V) Services

Solicitation Number – 3202200017

Issued: March 8, 2022

Responses Due: March 11, 2022 2:00pm CST

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

1. Introduction

Texas Workforce Commission (TWC) seeks Responses from Respondents who hold an active Texas Department of Information Resources (DIR) Deliverables Based Information Technology Services (DBITS) contract, to provide Independent Verification and Validation (IV&V) Services.

IV&V Services will enable TWC to achieve compliance with IV&V statutory requirements and achieve the following outcomes:

- Enhance management insight into risk and needed mitigation strategies;
- Support project life cycle processes to ensure compliance with regulatory, performance, schedule, budget, and quality requirements;
- Provide oversight of the Systems Development Life Cycle (SDLC);
- Provide supporting evidence on whether the customer's expectations will be met;
- Enhance assessment of outsourced systems vendor performance; and
- Facilitate project success.

2. Background

a. Agency Information

TWC is an administrative agency within the executive branch of the State of Texas, having its principal office at 101 East 15th Street, Austin, Texas 78701.

b. TWC Point of Contact during Solicitation

TWC Point of Contact (POC) for this procurement follows:

Paul Hesser, CTCD
Texas Workforce Commission
Procurement and HUB Services
Email: vendorproposals@twc.texas.gov

Required Subject Line for all Communications related to this Statement of Work (SOW):

IV&V Services 3202200017– XXXX

Examples:

IV&V Services 3202200017– ABC Question(s)

IV&V Services 3202200017– ABC SOW Response

Note: ABC refers to Respondent name

Respondents shall make no contact concerning this SOW with other TWC personnel, except as permitted by the Point of Contact. **Failure to comply with this requirement at any point prior to contract award may result in disqualification.** This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

c. TWC Point of Contact **After** Contract Award and 10-day Waiting Period:

TWC Information Technology (IT) Contract Manager and POC after award:
Jamie Bindock, Manager of IT Acquisitions

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

Texas Workforce Commission
 Information Technology Division
 Email: Jamie.Bindock@twc.texas.gov
 Telephone Number: 512/936-3441

3. Schedule of Events

It is TWC's intention to comply with the following schedule for this SOW. These dates represent a tentative schedule of events. **TWC reserves the right to modify these dates at any time.** Prospective Respondents will be notified by email of modifications to the schedule.

Table 1: Schedule of Events

Activity	Date
IV&V Services SOW Sent to DIR DBITS (Vendors)	January 25, 2022
Deadline for Submitting SOW Questions	February 9, 2022
Answers provided to DBITS Vendors	February 25 2022
Deadline for submitting Response	March 11, 2022
Evaluation of Responses	March 23, 2022
Award of Contract (AoC)	April 20, 2022
Ten (10) business day hold period	May 5, 2022

4. SOW Attachments and Tables

Attachments to this SOW are listed in Table 2: SOW Attachments.

Table 2: SOW Attachments

Attachment Number	Attachment Name
Attachment 1	TWC Terms and Conditions
Attachment 2	Acknowledgement of TWC Terms and Conditions
Attachment 3	Executed Offer Form
Attachment 4	Pricing Cost Worksheet
Attachment 5	Requirements and Minimum Qualifications
Attachment 6	Deliverables
Attachment 7	Deliverable Expectation Document (DED)
Attachment 8	Task Order Form
Attachment 9	Scoring and Points
Attachment 10	Response File Names
Attachment 11	Vendor's References
Attachment 12	Sample Vendor Performance Report

Tables within this SOW, including those to be used by the Respondent as templates for the Responses, are listed in **Table 3: Tables within this SOW.**

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

Table 3: Tables Within this SOW

Table Number	Table Name
Table 1	Schedule of Events
Table 2	SOW Attachments
Table 3	Tables Within this SOW
Table 4	Question Template
Table 5	Response Sections

5. Scope of Work

a. Requirements

Awarded Vendors issued an approved Task Order shall complete assigned Tasks in accordance with **SOW Attachment 8 Task Order Form**.

b. Projects Within Scope

TWC is pursuing a DBITS contract through DIR to obtain IV&V Services on both existing and new projects of varying size and scope, including but not limited to, major information resources projects (MIRPs) as defined by Texas Government Code, Chapter 2054, Information Resources Management Act.

The following projects are in scope:

- Child Care Case Management System Replacement Project
- Unemployment Insurance System Replacement Project
- Workforce Case Management Systems Replacement Project
- Vocation Rehabilitation Case Management System Replacement Project.

TWC reserves the right to add projects, some MIRP and non-MIRP, to scope.

TWC desires to awards contracts to multiple DBITS Respondents under this single SOW solicitation. TWC envisions assigning Awarded Vendor(s) at least one or more projects and/or deliverables to perform IV&V Services.

c. Deliverables Within Scope

SOW Attachment 6 lists up to sixteen (16) Tasks (Deliverables) that TWC may issue for a project.

It is TWC's intent to assign one or more Projects to each Awarded Vendor based upon the vendor's qualifications and experience relevant to the business mission of the project. This is intended to align Awarded Vendor's business expertise with the business mission of each project. TWC reserves the right to assign any of the **SOW Attachment 6** Deliverables to any of the Awarded Vendors.

6. Respondent Questions and Official Answers

Respondents shall submit questions by email to vendorproposals@twc.texas.gov to the POC in

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

Section 2.b. using **Table 4: Questions Template**. All questions must be emailed **by midnight, 12:00 am Central Standard Time (CST), February 9, 2022.** No questions will be accepted or reviewed after this date.

Table 4: Question Template

#	SOW/Document Location/Cell Reference	Question
<i>Example: 1</i>	<i>SOW Section 8 Response Deadline</i>	<i>May Respondents submit Responses before the deadline?</i>

TWC will de-identify all questions, email all questions and TWC official answers separately to each DIR vendor recipient of this SOW by 5:00 pm CST, **March 8, 2022.**

By submission of a question, Respondent acknowledges that the applicable question and TWC official answer will be provided separately to each DIR vendor recipient of SOW. Therefore, Respondent should not include any confidential or proprietary information in such questions. TWC will not publish the identity of any vendor that submitted any inquiry.

7. Response Deadline

Responses must be received by TWC on or before **the date and time specified in SOW Section 3 Schedule of Events, Table 1. No late Responses will be reviewed.**

The system clock in the TWC electronic mail address is the official timepiece for determining compliance with the deadline.

Responses must be e-mailed to the designated email address in **SOW Section 2.b.** TWC only accepts emailed responses. Responses received after the submission deadline will be disqualified.

Note: TWC does not accept emailed responses that include html link(s) or encrypted emails that require downloading additional software.

TWC is not responsible for responses emailed late, illegible, incomplete, or otherwise considered disqualified due to failure of electronic equipment or operator error.

8. Response Ownership

All Responses, both redacted and complete, become the property of TWC. TWC reserves the right to use any and all information or materials presented in response to this SOW. Disqualification of a Respondent's Response does not eliminate this right. **Respondents must submit two (2) versions of the Response: one (1) redacted and one (1) complete. In the redacted version, please include "redacted" in file name(s). (Example: "Redacted_ABC_TWC_SOW_3202200017_Cost_Sheet.pdf")**

9. Public Information

- a) TWC is a government agency subject to the Texas Public Information Act. Responses submitted to TWC as a result of this SOW are subject to release as public information after Contracts are

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

executed or if the procurement is terminated. Respondent may not mark its complete Response “copyrighted” or mark every page as proprietary or confidential, but if a Respondent believes that its Response, or parts of its Response, may be exempted from disclosure under Texas law, the Respondent must specify page-by-page and line-by-line the parts of the Response that it believes are exempt. In addition, the Respondent must specify which exception(s) are applicable and provide detailed reasons substantiating the exception(s). Pursuant to Texas Government Code Section 2252.907, Respondent is required to make any information created, exchanged with the state pursuant to a Contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the state.

- b) The Office of the Texas Attorney General (OAG) has the sole authority to determine whether information is confidential and not subject to disclosure under the Public Information Act. TWC shall comply with all decisions of the OAG.
- c) TWC assumes no responsibility for asserting legal arguments on behalf of any Respondent. Respondents are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.
- d) The issuance of this SOW does not imply that TWC is making an offer to do business with any SOW recipient or Respondent. No agreement or other binding obligation on TWC is implied or will occur unless and until a definitive agreement is executed. The issuance of this SOW and the submission of the Respondent’s Response do not create any obligation upon TWC to purchase goods or services from the Respondent, or to enter into any binding legal relationship with one (1) or more of the Respondents.
- e) TWC makes no representations or warranties regarding the accuracy or completeness of the information contained in this SOW, its Appendices and Attachments. The Respondent is responsible for making its own evaluation of information and data contained in this SOW and in preparing and submitting its Response.

10. Response Requirements

- a. Response shall be a maximum of nineteen (19) pages in total as listed in **SOW Table 5 Response Sections**. Failure to stay within the nineteen (19) page limit may be grounds for disqualification at TWC’s discretion.
- b. Respondent shall not refer to information located outside the SOW Response, such as a reference to a website, or linked document.
- c. Respondent’s response to each section must be fully contained within the section response, without referral to a response within another section; however, clearly marked attachments are acceptable if clearly referenced within the response to which they pertain.
- d. No documents, reports, or outputs prepared about TWC, its projects, contracts, or vendors may be shared with other entities without the expressed written permission of the TWC General Counsel.

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

11. Response Content Requirements

Respondents shall organize their responses in the sequence listed within SOW Table 5 Response Sections. Each section shall be saved as a separate file and be named as described in SOW Attachment 10 Response File Names.

Table 5. Response Sections

Section Title	Description	Source & Page Limits
Transmittal Letter	The transmittal letter shall include a statement that the person signing is authorized to contractually bind the organization in a contract with TWC.	Company letterhead Limit: 1 page
Executive Summary	Provide a separate Word document to communicate a summary of the Response. No appendices or specific references to additional information will be accepted.	Limit: 2 pages
Acknowledgement of TWC Terms and Conditions	Complete and sign SOW Attachment 2, Acknowledgement of TWC Terms and Conditions.	SOW Attachment 2
Executed Offer Form	Attachment 3, Executed Offer Form must be completed and signed or the Response will be disqualified as noncompliant.	SOW Attachment 3
Pricing Cost Sheet	Attachment 4, Pricing Cost Worksheet form must be completed and signed or the Response will be disqualified as non-compliant.	SOW Attachment 4
Requirements	<p>Respondent must provide a file explaining how they will meet all Requirements provided in Attachment 5.</p> <p>Respondent must imbed their Response to each Requirement within Attachment 5. Respondents may add columns to tables listing Requirements or may insert paragraph(s) below each Requirement to provide explanations. Respondents must label their imbedded responses as follows: (Replace “ABC” with Respondent organization name.)</p> <p>In column headings add “ABC Response”</p> <p>In additional narrative text, add “ABC Response for Requirement number [X] Begins” at the start of the narrative text for a Requirement and add “ABC Response for Requirement number [X] Ends” at the end of the</p>	<p>SOW Attachment 5</p> <p>Limit: 12 pages</p>

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

	narrative text for a Requirement. The Respondent must re-name the file as required in SOW Attachment 10 Response File Names.	
Deliverables	Itemize each Deliverable listed in SOW Attachment 6 Deliverables.	Attachment 6 Limit: 20 pages
Respondent Organization References	In Attachment 11, References, Provide three (3) references for whom the Respondent organization provided the same or similar scope of work and deliverables required in the SOW.	SOW Attachment 11 Limit: 2 pages
Curriculum Vitae (CVs) of Key Personnel	Provide a separate Word document consolidating CVs for key personnel. For each key person, include: Full Name Planned Role throughout the life of the contract Relevant Professional Credentials Qualifications Past work experience on similar contracts or projects during the preceding (five) 5 years.	Respondent's consolidated Word document. Minimum CVs per Page: 2 Page Limit: 2 pages
	Response Total Page Limit (Attachments 2, 3, and 4 are not counted in this page limit.)	39 Pages

Response Organization and File Names

The Respondent must organize its response so that all required sections/files are in the same order as SOW **Table 5 Response Sections** and names files according to SOW **Attachment 10 Response File Names.**

12.TWC Right to Amend or Withdraw SOW

TWC reserves the right to alter, amend, or modify any provision of this SOW including the Terms and Conditions, or to withdraw this SOW, in whole or in part, at any time prior to the award of a Contract if doing so is in the best interest of the State. TWC reserves the right to re-solicit for like or similar products and services whenever it determines re-solicitation to be in the best interest of the State.

13.Pre-agreement Costs

TWC shall not be responsible or liable for any cost incurred by any Respondent in the preparation and submission of its Response to this SOW or for other costs incurred by participating in this procurement process. Further, TWC is not responsible or liable for any costs or expenses incurred by any Respondent prior to the execution of an agreement between TWC and Respondent and TWC's written authorization to commence work under a Contract.

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

14. Evaluation and Scoring Written Responses

TWC will establish a Response Evaluation Committee of Agency subject matter experts (SMEs) and score each response as shown in SOW **Attachment 9 Scoring and Points**.

At any time during the evaluation process, TWC may ask any or all Respondents to elaborate on or clarify specific points or portions of their Response. TWC's request and Respondent's response shall be in writing.

15. Best and Final Offer (BAFO)

- a) TWC in its discretion will make the determination whether to engage in a BAFO process. The BAFO process, if held, may be scored.
- b) TWC reserves the right to continue to evaluate BAFO Responses until such point as it has determined that it has obtained best value for the State, as defined by Texas Government Code § 2157.003.

16. Negotiations

At the conclusion of the evaluation, as described in **Section 14** above, TWC will determine the number of BAFO Respondents with which it will start Contract negotiations. Negotiations will continue until TWC, in its sole discretion, determines that the best value for the State has been obtained.

17. Award of Contract

TWC Executive Management shall make the decision to award a Contract, if it is in the best interest of TWC and the State to do so. The decision of Executive Management on any award is final. All Responses and working papers pursuant to this SOW are not subject to disclosure under the Public Information Act until all Contracts resulting from this SOW have been executed.

18. Contract Terms

a. Period of Performance

TWC estimates that the term of the Contract will be approximately two (2) years with three (3) optional extensions at one (1) year each to be exercised by TWC at its discretion.

b. Form of Contract

This Contract will be a firm, fixed price contract.

c. Terms and Conditions

The final Terms and Conditions of any agreement ("Contract") resulting from this solicitation shall be agreed upon during negotiation. The DIR Cooperative Contract agreement shall be followed. TWC's minimum Terms and Conditions shall be included in any awarded Contract (see **Attachment 1**). Many of the TWC's Terms and Conditions contained in **Attachment 1** are required by Texas law, which shall be the governing law for any Contract.

In the event of conflict between the DIR Cooperative Contract and TWC's Terms and Conditions,

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

the DIR Cooperative Contract shall prevail.

Respondents must use **SOW Attachment 2** to **Acknowledge TWC Terms and Conditions** and to note any objection or exceptions to any provision, term, or condition specified in the SOW or SOW Attachment 1.

Exceptions must include:

1. Explanation as to why Respondent cannot comply with the term or condition **and** why the proposed alternative language must be included in the Response.; and
2. Proposed alternate language (redline).

It is incumbent on the vendor to review both the TWC Terms and Conditions and the DIR contracted Terms and Conditions and tell TWC if there is a conflict. Merely taking a blanket exception to TWC's Terms and Conditions is not acceptable.

TWC reserves the right to make changes to the TWC Terms and Conditions if it is in the best interest of the State to do so. Should this occur prior to the award of any Contract, Respondent(s) selected for negotiations will be notified.

d. Contract Change Management

After Contract Award, any changes made to the signed Contract must be documented as a Contract Change and must be approved by the original signers from TWC and the Awarded Vendor or their specified designees or replacements.

19. Security Agreements, Background Checks, and Mandatory Training

Successful Respondent staff performing work under the contract must sign and submit TWC security agreements and receive notification that there are no barriers to employment **prior to their start date**. Pursuant to Section 2.28 of TWC Terms & Conditions, Successful Respondent must submit criminal background checks on all personnel assigned to the services related to this Contract and provide TWC with the information required for TWC to conduct a Criminal History Report Investigation. Successful Respondent personnel must have approval from TWC in order to work on TWC Contracts and project(s).

Successful Respondent Project staff must comply with TWC Mandatory Training requirements during the term of the Contract and during any extension period.

The training will consist of no more than seven (7) classes with each class taking no more than forty-five (45) minutes. Class topics are subject to change, but currently include:

- a. IRS Information Security
- b. Information Technology Security Awareness
- c. Introduction to Electronic and Information Resources (EIR) Accessibility
- d. Sensitive Personal Information (SPI) Training
- e. Diversity, EEO, and Discrimination Prevention
- f. TWC Ethics Training
- g. Fraud Awareness Training

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

h. Cybersecurity Awareness Training.

20. Task Orders and Deliverable Expectation

TWC IT Contract Manager will assign **SOW Attachment 6 Deliverables** to Awarded Vendor(s) by using **SOW Attachment 8 Task Order** form. TWC reserves the right to issue each Task (Deliverable) one Task Order at a time or to issue several Tasks (Deliverables) on one Task Order. TWC IT Contract Manager will include **SOW Attachment 7 Deliverable Expectation Document (DED)** with the Task Order form.

Within five (5) or fewer business days after receipt of assigned Task Order, Awarded Vendor will return the Task Order to the TWC IT Contract Manager with proposed start and end dates, proposed cost for each deliverable equal to or less than the Not to Exceed (NTE) amount listed in **SOW Attachment 6 Deliverables**, signature by Awarded Vendor's representative authorized to make agreements with TWC, and date of signature and the signed and dated DED document to show agreement with expectations.

Within three (3) business days after receipt of assigned Task Order, TWC will reply to accept, reject, or request more information on the returned Task Order. For accepted Task Orders, TWC IT Contract Manager will attach the DED with approval signature and date from either the TWC Chief Information Officer (CIO) or a Deputy CIO (DCIO).

Awarded Respondents will not begin work on any Deliverables without an approved Task Order and DED signed and dated by the TWC CIO or DCIO.

21. Invoices and Payment

a. Deliverable Expectation Document (DEDs)

Both Contracting parties must review, sign, and date **SOW Attachment 7 Deliverable Expectation Document (DED)** to document acceptance of each assigned, completed Deliverable listed in **SOW Attachment 6 Deliverables**.

b. Invoices

Awarded Vendors may invoice TWC after the **SOW Attachment 7 Deliverable Expectation Document (DED)** documenting acceptance of the deliverable is signed and dated by all required TWC IT parties. Awarded Vendors may send invoices for payment to appo@twc.texas.gov and submit an electronic copy to the TWC IT Contract Manager listed in SOW Section 2 Background.

c. Payment

Typically, payment will be issued within thirty (30) calendar days after receipt of the Invoice and DED. Awarded Vendors may track payments at the Texas Comptroller Public Account (CPA) website url:

https://fm.xcpa.texas.gov/fm/pubs/payment/gen_prov/index.php?s=pay_search&p=pay_search

22. Texas Government Code

In accordance with Texas Government Code § 2155.089, TWC will complete vendor performance

TWC Independent Verification and Validation Services - Procurement Number - 3202200017

reviews and report results to the Texas Comptroller of Public Accounts (CPA) as follows:

- a. At the end of the first six (6) months of the Contract;
- b. At the end of the first six (6) months of each Contract extension;
- c. At the end of each fiscal year throughout the life of the Contract;
- d. At the end of the Contract; and
- e. At any time deemed necessary by TWC.

TWC Independent Verification and Validation Services - Procurement Number
3202200017

Attachment 4: Pricing Cost Worksheet

Pricing for Required Deliverables –Deliverable Costs

Pricing must address all requirements listed in **Attachment 6: Deliverables**

***Grant Thornton's Response:** Please note that the total for the task amount provided in the table below is based on a one-time occurrence of the deliverable. The total amount of deliverables that are required to be submitted on a periodic basis (monthly, quarterly, etc.) are contingent on the length of the Task Order. We understand that the Not To Exceed amount for any one project is \$1,000,000.

**** Grant Thornton understands that each technology listed for Deliverable type (Task Order No.) 2, Assessments, is priced individually with a Not to Exceed (NTE) amount of \$10,000 each or \$70,000 for 2.A through 2.G combined.**

Number	Task and Deliverable Description	Estimated Duration in Calendar Days	Fixed Price Fee	Total for Task*
01	Status Report on IV&V Work	1	\$ 0.00	\$ 0.00
02	Assessments	60	\$ 10,000.00 per technology or \$ 70,000.00 (combined)**	\$ 70,000.00**
03	Change Management	45	\$ 50,000.00	\$ 50,000.00
04	Contract Development	75	\$ 30,000.00	\$ 30,000.00
05	Contract Management	45	\$ 55,000.00	\$ 55,000.00
06	Communication Management	60	\$ 28,000.00	\$ 28,000.00
07	Configuration Management	45	\$ 50,000.00	\$ 50,000.00
08	Data Conversion and Migration	60	\$ 90,000.00	\$ 90,000.00
09	Governance	60	\$ 30,000.00	\$ 30,000.00
10	Independent Verification & Validation (IV&V) of Software Solution	75	\$ 95,000.00	\$ 95,000.00
11	IV&V of Hosting Solution	90	\$ 95,000.00	\$ 95,000.00
12	Interfaces Management	60	\$ 50,000.00	\$ 50,000.00
13	Organizational Change Management	60	\$ 95,000.00	\$ 95,000.00
14	Risk Management	75	\$ 95,000.00	\$ 95,000.00
15	Implementation Readiness	60	\$ 50,000.00	\$ 50,000.00
16	Deployment Plan and Dress Rehearsal	30	\$ 30,000.00	\$ 30,000.00
	Sub-Total Deliverables Cost		N/A	\$ 913,000.00

Requirements Pricing

TWC Independent Verification and Validation Services - Procurement Number
3202200017

Pricing must address all requirements costs necessary to fully deliver all **Attachment 5: Requirements**. Please note some requirements are expected at no cost to TWC (\$0).

Numb er	Other Costs (software, licensing, tools, services, etc.)	Estimated Duration in Calendar Days	Fixed Price Fee	Total for Task
1	All Attachment 5 Requirements	N/A	N/A	\$ 0.00
	Sub-Total Requirements Cost		N/A	\$ 0.00

Grand Total Pricing

Items	Fixed Price Fee	Total for Task*
Sub-Total Deliverables Cost	N/A	\$ 913,000.00
Sub-Total Requirements Cost		\$ 0.00
Grand Total Proposed Cost		\$ 913,000.00



Doug Doerr

Managing Principal

Grant Thornton, LLP

T +1 512.658.4826 | E

Doug.Doerr@us.gt.com

Graeme Finley for IV&V Engagement Principal (Key)**Qualifications & Relevant Professional Credentials**

Mr. Finley has 25+ years of experience providing technology consulting and program oversight services. He has experience in IT strategy, independent project oversight and IV&V (17+ years of experience), investment management, business case analysis, enterprise architecture, and software implementation. Mr. Finley's clients have included Federal government agencies in the US and Canada, State government agencies, and utilities and financial services organizations in the US and UK.

Past Relevant Work Experience

California Department of Tax and Fee Administration (CDTFA), Centralized Revenue Opportunity System (CROS) Independent Verification and Validation (IV&V). Mr. Finley led a team providing IV&V services for CDTFA's CROS project, a multi-year effort to replace their legacy computer systems with an innovative customer-centered solution.

California Correctional Healthcare Services (CCHCS), Independent Project Oversight. Provided independent oversight services to the CCHCS portfolio of 19 healthcare IT projects. Led team in providing project- and portfolio-level oversight, including monthly independent oversight reports to the CCHCS Turnaround Plan of Action Executive Committee (TPEC) and quarterly reports to the Joint Legislative Budget Committee (JLBC).

California Teacher's Retirement System (CalSTRS), Independent Project Oversight. Provide independent oversight to CalSTRS' BusinessRenew program, including major modernization projects such as the SAP Corporate Accounting and Resource Management (CARM) project, and the acquisition and implementation of a new Pension Solution. Leads the Grant Thornton team in developing monthly oversight reports and in presenting oversight findings to the CalSTRS Board.

Work History

- Guidehouse, Partner, State and Local Group, Technology Solutions, Oct 2022- Present
- Grant Thornton LLP, Principal, Public Sector, May 2004 – Sept 2022 (merger with Guidehouse)
- IBM Business Consulting Services, Associate Partner, May 2003 – Dec 2003; Managing Consultant (Oct 2002 - Apr 2003)
- PricewaterhouseCoopers LLP (PwC), Principal Consultant, (1990 - 2002)

Education and Certifications

M.Eng., Microelectronics and Software Engineering, University of Newcastle-upon-Tyne, England, 1990
Masters Certificate in Project Management, The George Washington University, 2000

Dayné Freeman, JD, MBA, PMP for IV&V Engagement Director and UI SME (Key)**Qualifications & Relevant Professional Credentials**

- Certified Project Management Professional (PMP)
- 30+ years of relevant professional experience
- 10+ years of experience in Unemployment Insurance (UI) programs and systems
- Subject matter expert and Engagement Director on our TWC IV&V projects
- Has experience managing two large state system implementation projects for the Maryland Department of Labor (DOL) and Louisiana Workforce Commission

Past Work Experience

TWC (11/2021-Present) – Ms. Freeman provided recommendations based on recent experience with UI system replacements (e.g., Maryland and Louisiana). She performed a final quality review of all IV&V deliverables/ assessments.

Maryland DOL (2016-2021) – Ms. Freeman presided and implemented a \$97M, Consortium Project software modernization initiative which went live on 9/2020. Accountable for leading the states of Maryland and West Virginia in a collaborative effort to replace legacy systems running daily operations including benefits, contributions, and appeals, with a massive migration to update processes.

Work History

- Grant Thornton Public Sector LLC, Director, 11/2021 – Present
- Maryland Department of Labor, Assistant Secretary, Division of UI, 6/2016-10/2021
- Louisiana Workforce Commission, Director of Unemployment Insurance, 1/2012-3/2016

Education and Certifications

- JD & Bachelors of Civil Law, Louisiana State University Law Center
- MBA Harvard Graduate School of Business Administration
- B.A. Mathematics & Economics, Mount Holyoke College

Nazrine Khan, CPA, CIA for IV&V Project Manager (Key)

Qualifications & Relevant Professional Credentials

- Certified Public Accountant (CPA) and Certified Internal Auditor (CIA)
- 10 years of professional experience, and 7 years of managing Grant Thornton projects
- Since August 2018, has managed IV&V services for 4 system implementation projects including TWC's WIT Replacement, UISR, WF CMS and United States Department of Agriculture's (USDA) Financial Management Modernization Initiation (FMMI) program
- Experienced in developing IV&V deliverables (writing reports of findings, conclusions, and recommendations), presented findings (project risks, conclusions, and recommendations) to TWC Management and Executives

Past Work Experience

TWC (8/2018- Present) – Ms. Khan performed IV&V for over four TWC projects (WF CMS, WIT Replacement, UISR, and Data Governance). Ms. Khan oversaw the IV&V team's assessment activities over various phases of the projects including pre-procurement, procurement, and implementation activities. Ms. Khan provided guidance as the IV&V developed assessments and deliverables including but not limited to testing activities, project management, and risk management. She interviewed and briefed various levels of TWC stakeholders (including TWC Executives) over IV&V observations and provided project recommendations to mitigate risk for impacts to schedule, cost, or quality.

USDA (9/2019-3/2021) – Ms. Khan provided expertise on conducting IV&V services for USDA over their FMMI program. She reviewed and provided recommendations over the acceptance criteria for interface development and evaluated the FMMI program's budget and costs.

Texas Lottery Commission (TLC) (1/2015-Present) –Ms. Khan has managed the oversight of TLC's lottery operations services vendor's performance of contract requirements. This included testing interface delivery, system change management processes, system functionality, and service level reporting.

Work History

- Grant Thornton Public Sector LLC, Manager, 1/2020-Present
- Grant Thornton LLP, Associate (2013-2014), Senior Associate (2015-2017), Manager (2017-2019)
- University of Texas System Administration, Internal Auditor, 6/2011-8/2013

Education and Certifications

M.P.A., Financial Reporting & Assurance Track & B.B.A., Accounting, from the University of Texas at Austin

Additional Program SMEs (Non-Key)

Tony Martinez for IV&V Child Care SME – Qualifications & Relevant Professional Experience:

- Mr. Martinez is a detail-oriented and accomplished professional with 20 years of experience planning, implementing, and monitoring contracts and grant-funded programs.
- He is recognized as a statewide expert having 14 years of experience with Child Care Programs
- He has managed Child Care Services (CCS) (2018-2021) and Quality Initiatives contracts for Workforce Solutions

Michelle McCall for IV&V Vocational Rehabilitation SME – Qualifications & Relevant Professional Experience:

- Ms. McCall has 22 years of experience supporting effective development of workforce opportunities and VR services for individuals with disabilities and others with barriers to employment
- She served as a Program Specialist for Policy and Program Development for VR from 2012 through 2017 with the Texas Department of Rehabilitation and also with TWC from 2017 to 2020

Mike Sheridan for IV&V Workforce SME – Qualifications & Relevant Professional Experience:

- Mr. Sheridan worked for the State of Texas for over 34 years and served as Executive Director for the TWC from 1996 to 2000
- He has provided oversight over one of the first State Workforce agencies in the United States to fully transition to a locally controlled and employer-driven workforce development system in partnership with twenty-eight Local Workforce Development Boards
- In 2017-2018, Mr. Sheridan supported the State of Ohio by developing a more integrated workforce development job matching registration system.

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Texas Workforce Commission | RFP#3202200017
Curriculum Vitae of Key Personnel

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Attachment 6 – Deliverables

Attachment 6 – Deliverables

Awarded Respondents will prepare Attachment 6 Deliverables only after receiving an approved, signed, and dated Task Order from TWC. Awarded Respondents shall not begin work on any Deliverables without an approved Task Order and DED signed and dated by either the TWC Chief Information Officer (CIO) or Deputy CIO. Any work done prior to receiving and approved and TWC signed Task Order and DED is at risk of not receiving payment for the Deliverable. Find the Task Order Form in Attachment 8. The Not To Exceed amount for any one project is \$1,000,000.

Grant Thornton Response: Note, please see key changes to Task Order No. 2: Assessments in **red text** below.

Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
01	Status Report on IV&V Work (Required)	\$0	<p>Requirements: Prepare and provide a formal status report for all active IV&V work including current status, milestones, accomplishments for the previous month, and planned activities for the next month, risks, and issues.</p> <p>Written Report Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: Monthly</p> <p>Due: First business day of each calendar month.</p>	<p>Methodology: The Grant Thornton team will develop monthly Status Reports to include an overview of project tasks and activities accomplished during the reporting period, an overview of research, reviews, and activities performed, and highlight work planned for the next month. The report will provide additional insight into our key areas of focus for the current reporting period, as well as where we feel we need to spend the most time, or which areas require additional assistance over the following months. This report can provide a simple method of identifying those areas of focus for project management, sponsors, and executives. In addition, we will highlight risks and issues as they relate to the scope of our services.</p> <p>Inputs: IV&V activities and participation in the project during the reporting period</p> <p>Output: A Formal monthly status report for all active IV&V work including current status, milestones, accomplishments for the previous month, planned activities for the next month, risks, and issues.</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
02	Assessments (TWC's Option)	\$70,000 for 2.A through 2.G or \$10,000 each for selected items	<p>Requirements: Perform “as is”, “to be”, and gap analysis for specified technology needs and provide a written report of findings and recommendations. Each technology need is priced individually with a Not to Exceed (NTE) amount of \$10,000 each or \$70,000 for 2.A through 2.G combined.</p> <p>Assessment may be ordered for the following topics. Tasks may be ordered individually at separate times and annotated as Task Order 2.A, 2.B, 2.C, etc.</p> <ul style="list-style-type: none"> A. Application Portfolio B. Bandwidth C. Cloud strategy D. Cybersecurity E. EIR Accessibility F. Network Performance G. Quality Assurance. <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p>	<p>Methodology: Grant Thornton will perform a detailed assessment of “as is”, “to be” of specified technology needs as required per the SOW. Before beginning the assessment, Grant Thornton will align expectations and scope for the deliverable with the TWC Contract Manager and TWC Project Managers and any other key stakeholders. Grant Thornton will start the assessment by understanding the current relevant business processes, and capability and capacity of the technology. We then work with the state to understand the expected inputs, expected outputs, and standards and leading practices that we would expect to be followed. We will draw on our experience to confirm that technology is consistent with industry standards and function per design.</p> <p>Depending on the agreed upon scope, we may perform the following: Our assessments may be based on the IEEE 1012 V&V Standard and evaluate qualitatively the correctness, completeness, consistency, and accuracy of each item. In addition, we may verify that standards and practices were followed and exit conditions have been met. Grant Thornton may validate that requirements have been satisfied at the end of each activity and that the user needs have been satisfied. We may also confirm that functional expectations and applicable technical standards are met.</p> <p>Typically, our reviews will identify any deviation from planned objectives, provide early warning against risks and provide management with actionable recommendations to address the risks before they have an actual impact on the project implementation. Grant Thornton may confirm that the deliverable content is consistent with other project deliverables and that the deliverable fulfills contractual requirements.</p> <p>Our objectives are typically to provide feedback as early in the deliverable development process as possible so that course corrections or updates can be initiated efficiently.</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			Frequency: One Time for each topic or a group of topics. Due: As specified on Task Order.	Inputs: Information gathered from business and system users and stakeholders, Observations, Requirements, and Documentation Output: Written Report with Findings and Recommendations over the topic or topics assessed
03	Change Management (for Contract, Project, and Solution) (TWC's Option)	\$ 50,000	Requirements: Prepare and provide a formal report to verify and validate that vendor and TWC are in compliance with policies and procedures related to change management from the following state agencies: 3.A TWC including Information Technology (IT) Handbook 3.B Texas Comptroller for Public Accounts (CPA) 3.C Texas Department of Information Resources (DIR) 3.D Texas Legislative Budget Board (LBB) 3.E Texas Quality Assurance Team (QAT) Written Report with Findings and Recommendations Required? Yes Task Duration: As specified on Task Order. Frequency: Quarterly Due: 5th business day after the	Methodology: We will review change management processes and identify gaps in compliance with the TWC IT Handbook, Texas CPA, Texas DIR, Texas LBB, and Texas QAT. Gaps will be evaluated based on risk and degree of deviation, and recommendations for improvement will be documented in the formal report. We will also assess change management processes against leading practices and industry standards. Inputs: State agency policies and procedures noted, Change Management Plan, Approved Change Requests, industry standards, leading practices Output: Formal written report with findings and recommendations

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			end of the calendar quarter	
04	Contract Development (TWC's Option)	\$60,000	<p>Requirements: Advise TWC employees preparing specified contract procurement documents including the following:</p> <ul style="list-style-type: none"> • Request for Information (RFI) • Request for Offers (RFO) • Statements of Work (SOW). <p>Review and provide feedback for specified contract procurement documents.</p> <p>Review relevant Texas Administrative Code (TAC) and TWC contract development schedule for compliance with document requirements set by statute or external state agencies and make recommendations for early compliance and schedule management.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified</p>	<p>Methodology: Grant Thornton conducts a multi-phased approach for assessing Contract Development practices. We begin by collecting and understanding commitments/requirements for the specified needs of the agency through interviewing or facilitating meetings with subject matter experts. Based on these discussions, Grant Thornton will review preliminary solicitation (contract procurement) documents and provide feedback as it relates to TWC's procurement goals. In addition, we assess the TWC contract development schedule for compliance with TAC and make recommendations for improving schedule management.</p> <p>Inputs: TAC and TWC contract development schedules, agency and statutory requirements, stakeholder input on requirements/commitments for procurement, stakeholder input on approach and/or tactics to procurement</p> <p>Output: Written report with compliance gaps identified and remediation recommendations</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>on Task Order.</p> <p>Frequency: One time</p> <p>Due: Date specified in Task Order</p> <p>Restrictions: Per Texas Government Code § 2155.004, Awarded Vendor will be ineligible to respond to resulting solicitations.</p>	
05	<p>Contract Management</p> <p>(TWC's Option)</p>	\$60,000	<p>Requirements: Monitor work of a vendor and TWC for compliance with a specified written contract executed with the Agency.</p> <ol style="list-style-type: none"> 1. Compliance with Terms and Conditions and contract requirements 2. On-time delivery of deliverables 3. Quality of deliverables and adherence to written specifications 4. Acceptance of deliverables / helping Agency determine whether deliverables meet contract requirements and should be accepted. 	<p>Methodology: IV&V will review the selected vendor's Best and Final Offer (BAFO) that provides guidance and oversight over developmental tasks to evaluate the extent to which practices meet defined requirements outlined in the BAFO. IV&V will discuss potential concerns or issues with TWC as they are identified, and produce a report outlining any concerns identified as well as recommended corrective actions or improvements.</p> <p>Inputs: Project performance by TWC and vendor, Project Management Plan, Procurement Strategy, Contract Management Documents</p> <p>Output: Formal report presenting issues or findings based on the criteria noted and remediation recommendations</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>5. Invoicing compliance with contract</p> <p>6. Agency compliance with 30-day prompt payment act.</p> <p>Review TAC and TWC contract amendment(s) for TWC compliance with TAC cost increase threshold requirements for reviews by external entities and state agencies and make recommendations for early compliance and schedule management.</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One time.</p> <p>Due: Date specified in Task Order.</p> <p>Restrictions: Texas Government Code § 2155.004, Awarded Vendor will be ineligible to respond to resulting solicitations.</p>	
06	Communication Management	\$ 30,000	Requirements: Assess, verify, validate, and report in writing whether the following communication requirements are met:	Methodology: Grant Thornton will verify that vendor and TWC Communication Management plans exist and comply with requirements and standards, and that the plans are being followed throughout the project. Since these plans are considered living documents, the Grant Thornton IV&V team will validate that an update

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
	(TWC's Option)		<ol style="list-style-type: none"> 1. Software Solution Vendor Kickoff meeting is held on time and covers required information. 2. Software Solution Vendor creates and follows a Communication Plan. 3. TWC Project Management Office (PMO) Project Manager creates and follows an internal Communication Plan for keeping Executive Sponsors, Steering Committee, and Executive Staff informed. 4. TWC Project Manager coordinates with TWC External Relations Communications Office on communications needed outside of TWC, if any. 5. Adherence to communications plan. <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: Quarterly</p>	<p>process is in place to accommodate business needs and project milestones. The Grant Thornton team will assess the alignment of the communications management plan with the OCM plan and overall project plan. As a part of the Grant Thornton communication management approach, project status reporting will also be reviewed to ensure that project status is accurately tracked and communicated to the right people at the right time.</p> <p>Inputs: Project Management Plan, Communication Plan, OCM Plan, Roles and Responsibilities, Ongoing project activities</p> <p>Output: Written report with observations, findings, and recommendations for improvement</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			Due: 5th business day after the end of the calendar quarter	
07	Configuration Management (TWC's Option)	\$ 50,000	<p>Requirements: Review and evaluate the TWC IT Handbook, Policy 1103 and Standard Operating Procedure (SOP) 1114 on Configuration Management and recommend improvements.</p> <p>Review and evaluate actual configuration management plans, documents, and procedures applied to a specified MIRP by TWC and its software solution vendor to include development, deployment, and post-deployment operations.</p> <p>Verify that all critical development documents, including but not limited to requirements, design, code, are maintained under an appropriate level of control.</p> <p>Verify processes and tools are in place to identify code versions and to rebuild system configurations from source code.</p> <p>Verify processes and tools are in place to manage system changes, including formal logging of change requests and the review,</p>	<p>Methodology: Grant Thornton's approach to evaluating Configuration Management (CM) is based on the premise that there is a dependency of configuration management across the majority of project processes, particularly in service operations. CM serves as the foundation for stable IT service management and environment integrity. In evaluating configuration management, we will perform the following:</p> <ul style="list-style-type: none"> Review and evaluate the TWC IT Handbook, Policy 1103, and Standard Operating Procedure (SOP) 1114 on Configuration Management and recommend improvements based on industry standards and leading practices identified through our team's experience. Review and evaluate configuration management plans, documents, and procedures applied to a specified MIRP by TWC and its software solution vendor to include development, deployment, and post-deployment operations. Verify that all critical development documents are maintained under an appropriate level of control. Verify processes and tools are in place to identify code versions and to rebuild system configurations from source code. We will review and monitor these processes and identify areas of risk or opportunities for improvement. Verify processes and tools are in place to manage system changes, including formal logging of change requests and the review, prioritization, and timely scheduling of maintenance actions. We will observe and review these processes and identify operating effectiveness and areas of risk that should be mitigated. Verify that mechanisms are in place to prevent unauthorized changes from being made to the system and to prevent

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>prioritization and timely scheduling of maintenance actions.</p> <p>Verify that mechanisms are in place to prevent unauthorized changes being made to the system and to prevent authorized changes from being made to the wrong version.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One time.</p> <p>Due: As specified on Task Order.</p>	<p>authorized changes from being made to the wrong version.</p> <ul style="list-style-type: none"> CM Resources (team members) responsible for creating, managing, and accessing configuration source materials: <ul style="list-style-type: none"> Have the appropriate skill and training to conduct CM for projects the size and the complexity of TWC. Are equipped with the appropriate technology to perform configuration activities and manage configuration artifacts. <p>Inputs: Configuration Management Plan, Approved Change Request,</p> <p>Output: Formal written report with observations and recommendations for improvement</p>
08	<p>Data Conversion and Migration</p> <p>(TWC's Option)</p>	\$100,000	<p>Requirements: Review and evaluate the TWC IT Handbook, SOP 702 Design a Solution and SOP 702.06 Data Conversion Plan and recommend improvements in the SOPs.</p> <p>Review and evaluate actual configuration management plans, documents, and procedures applied to a specified MIRP by TWC and its software solution vendor.</p> <p>Review and evaluate data</p>	<p>Methodology: Grant Thornton's IV&V team will review and assess data conversion plans and processes. The IV&V team will actively participate in project meetings to understand and observe the data conversion and data cleansing approach. We will perform the following as part of data conversion and migration:</p> <ul style="list-style-type: none"> Review and evaluate the TWC IT Handbook, SOP 702 Design a Solution and SOP 702.06 Data Conversion Plan and recommend improvements in the SOPs as appropriate Review and evaluate actual configuration management plans, documents, and procedures applied to a specified

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>conversion and migration schedule applied to a specified MIRP by TWC and its software solution vendor to determine whether adequate time and resources have been planned to accurately complete data conversion and/or migration.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One time.</p> <p>Due: As specified on Task Order.</p>	<p>MIRP by TWC and its software solution vendor.</p> <ul style="list-style-type: none"> Review and evaluate data conversion and migration schedule applied to a specified MIRP by TWC and its software solution vendor to determine whether adequate time and resources have been planned to accurately complete data conversion and/or migration. <p>Inputs: Data Conversion Plan, TWC IT Handbook, SOPs, Configuration Management Plans, and Data Conversion and Migration Schedule</p> <p>Output: Written report of risks or issues identified through reviews noted and recommendations for improvement and remediation.</p>
09	<p>Governance</p> <p>(TWC's Option)</p>	\$ 50,000	<p>Requirements: Assess TWC governance of specified IT domains, including but not limited to accessibility standards, architecture standards, cybersecurity, data, deployments, projects, and software acquisition for compliance with International Organization for Standardization (ISO) 9000 and TWC IT Handbook.</p> <p>Written Report with Findings and</p>	<p>Methodology: Grant Thornton will interview TWC and project stakeholders and assess the agency's IT governance processes for compliance with accessibility standards, architecture standards, cybersecurity, data, deployments, projects, and software acquisition for compliance with the International Organization for Standardization (ISO) 9000 and TWC IT Handbook.</p> <p>Inputs: Observations, TWC IT Handbook, various IT documentation but not limited to accessibility standards, architecture standards, cybersecurity, data, deployments, projects, and software applications</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			Recommendations Required? Yes Task Duration: As specified on Task Order. Frequency: One time Due: As specified on Task Order.	Output: Written Report with Findings and Recommendations
10	Independent Verification & Validation (IV&V) of Software Solution (Required)	\$100,000	1st Requirement(s): assess, verify, and validate vendor performance in contrast with the following expectations: 1. Verify selected solution with configuration, and minor modifications meets business requirements as stated in Business Case, Business Workbook, the Requirements Traceability Matrix, or as specified in the Task Order. 2. Verify whether vendor is following software engineering practices as stated in ISO 9000 and TWC IT Handbook SOPs 700 through 705 System Development Life Cycle (SDLC) Methodology for implementing a purchased software solution. SOPs include requirements,	Methodology: 1 st Requirement: We will assess, verify, and validate vendor performance for the following: <ul style="list-style-type: none"> • Configuration and minor modifications meet business requirements as stated in Business Case, Business Workbook, the Requirements Traceability Matrix, or as specified in the Task Order • Extent to which the vendor is following software engineering practices as stated in ISO 9000 and TWC IT Handbook SOPs 700 through 705 System Development Life Cycle (SDLC) Methodology for implementing a purchased software solution. • Information prepared for the VPTS is consistent with vendor's observed performance Inputs: Vendor Management Plan. Requirements documents, Design documents, Code management Plan, Implementation Plan, TWC Handbook, ISO 9000 Output: Quarterly report of observations and recommendations for improvement/remediation 2nd Requirement: Grant Thornton will assess the extent to

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>design, traceability, configuration, minor code modification, testing, and deployment.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: Quarterly</p> <p>Due: 3rd business day after the end of the calendar quarter</p> <p>2nd Requirement: Assess, verify, and validate Vendor Performance Tracking System (VPTS) forms on Software Solution Vendor's performance for approval by CIO before submission to TWC Purchasing and Contract Services (PCS). See Attachment 12 for a Sample VPT Report</p> <p>Written Report with Findings and Recommendations Required? Yes, using TWC's mandatory form.</p> <p>Task Duration: As specified</p>	<p>which Vendor Performance Tracking System (VPTS) forms on Software Solution Vendor's performance are submitted for CIO approval prior to submission to TWC Purchasing and Contract Services (PCS).</p> <p>Inputs: VPTS forms</p> <p>Output: Report of assessment findings</p>

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>on Task Order.</p> <p>Frequency: Annually and after delivery of each project milestone.</p> <p>Due: Annually on August 15 and as specified in the Task Orders.</p>	
11	<p>IV&V of Hosting Solution</p> <p>(Required)</p>	\$100,000	<p>Requirements: Assess, verify, and validate hosting vendor performance in contrast with the following expectations:</p> <p>11.A Adherence to Service Level Agreements (SLA).</p> <p>11.B Deliverables quality, timeliness, and technical competence.</p> <p>11.C Accuracy/quality of deliverables</p> <p>11.D Competency, soundness, and viability of technical solutions</p> <p>11.E Success at collaboration with TWC and its employees and vendors</p> <p>11.F Meeting preparation, attendance, participation.</p> <p>11.G Responsiveness to TWC leadership requests.</p> <p>11.H Success at collaboration</p>	<p>Methodology: Grant Thornton will Assess, verify, and validate hosting vendor performance for the following:</p> <ul style="list-style-type: none"> • Adherence to Service Level Agreements (SLA) • Quality, accuracy, timeliness, and technical competence of deliverables • Competency, soundness, and viability of technical solutions • Success at collaboration with TWC and its employees and vendors • Meeting preparation, attendance, participation • Responsiveness to TWC leadership requests • Amount of unnecessary duplication of effort by TWC <p>Inputs: Various vendor deliverables including but not limited to Technical Architecture, Hardware and System software, Security Plan, Hosting Plan, Service Delivery Plan, Service Level Agreement and warranty, Environment and Build process daily standups, and other technical meetings</p> <p>Output: Various technical Assessments and deliverables, Technical</p>

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			<p>with TWC employees and other vendors on the project including the Software Solution Vendor.</p> <p>11.I Amount of unnecessary duplication of effort by TWC.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: Quarterly</p> <p>Due: 5th business day after the end of the calendar quarter.</p>	Whitepapers, TouchPoint Meetings
12	<p>Interfaces Management</p> <p>(TWC's Option)</p>	\$50,000	<p>Requirements: Assess TWC's management of interface requirements and recommend improvements in planning and implementation for a specified MIRP to include the following:</p> <ul style="list-style-type: none"> • Identification of all relevant interfaces • Identification of parties exchanging information using the interfaces • Identification of required interface changes 	<p>Methodology:</p> <p>The GT IV&V team will assess TWC's management of interface requirements through review of documentation and observation of TWC's processes. Our review will include:</p> <ul style="list-style-type: none"> • Review interface specifications to ensure they fully describe the current interfaces. This includes interface direction (inbound or outbound), interface type (flat file, web service call), interface transfer mechanism (FTPS, SFTP), interface file locations (push or pull), interface encryption requirements or software, interface data elements including detailed and header information, optional versus required fields, error checks for the interface, and interface naming conventions. • Review any currently planned updates to the interface,

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			<ul style="list-style-type: none"> • Development of plan and schedule to modify interfaces, ensuring TWC and vendor have allowed adequate time • Notification / communication with all affected parties • Identification and execution of changes to code or configurations required • Methods for testing changes in interfaces • Evaluation of test results and planned corrective actions • Implementation of changed interfaces in production. <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One Time</p> <p>Due: As specified on Task Order.</p>	<ul style="list-style-type: none"> • Review external Interagency Agreements (IAs) associated with the interface, and • Review that Business and Technical Points of Contact are identified for the interface <p>Inputs: Interface management Plan, Test Plan, Implementation Plan</p> <p>Output: Formal report of observations, findings, and recommendations</p>
13	Organizational Change Management	\$100,000	Requirements: Evaluate the Agency's strategy, plan, and schedule for Organizational Change Management (OCM) as applied to TWC business area(s),	Methodology: Grant Thornton will review and assess the Agency's strategy, plan, and schedule for Organizational Change Management (OCM) as applied to TWC business area(s), TWC customers, and/or IT for a specified MIRP and recommend improvements. We will specifically determine the

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Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
	(TWC's Option)		<p>TWC customers, and/or IT for a specified MIRP and recommend improvements in OCM approach.</p> <p>Verify that TWC considered the following factors:</p> <p>13.A OCM Process and Schedule 13.B Organizational Current State 13.C Organizational Planned Future State 13.D Gaps to Achieving Planned Future State:</p> <ul style="list-style-type: none"> • Resistance to change • Change in Workflow • Change in Business Process • Change in Policies • Change in Procedures • Change in employee roles, responsibilities, and duties • Training Needs • Communication Needs • Change in IT Support • Change in volume of work • Change in human resource capacity. <p>Task Duration: As specified on Task Order.</p>	<p>extent to which the following are considered:</p> <ul style="list-style-type: none"> • OCM Process and Schedule • Organizational Current State • Organizational Planned Future State • Gaps to Achieving Planned Future State <p>Inputs: Change Management Plan, Output: Formal IV&V report with observations, findings, and recommendations.</p>

TWC Independent Verification and Validation Services - Procurement Number 3202200017
Grant Thornton LLP

Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			Frequency: One time Due: Due: As specified on Task Order.	
14	Risk Management (TWC's Option)	\$100,000	Requirements: Verify that Risk Management Plans for the contract with the Software Solution Vendor, Hosting Solution Vendor, and the project for a specified MIRP are created and followed. Validate that risks to the contracts and project are being detected and identified early, documented, quantified, qualified, and reported to IT Leadership and Executive Sponsors. Validate that a risk response (acceptance, elimination, or mitigation) is identified for every critical or high risk and reported to IT Leadership and Executive Sponsors for early and timely response. Recommend corrective actions to improve Risk Management. Written Report with Findings and Recommendations Required? Yes	Methodology: The activity and discipline of identifying and managing risks throughout the entire project lifecycle are perhaps one of the most critical project activity domains that project teams have the responsibility to execute. We will assess the Risk Management Plans to determine the extent to which they are developed based on industry standards and leading practices. We will validate that risks to the contracts and project are being detected and identified early, documented, quantified, qualified, and reported to IT Leadership and Executive Sponsors. We will review the risk log to validate that a risk response (acceptance, elimination, or mitigation) is identified for every critical or high risk and reported to IT Leadership and Executive Sponsors for early and timely responses. Inputs: Risk Management Plan, Risk and Issue Log, Project Management Plan, Project Risk meetings Output: IV&V Report will highlight risks identified within the reporting period. The report will also recommend correction actions needed.

TWC Independent Verification and Validation Services - Procurement Number 3202200017
Grant Thornton LLP

Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>Task Duration: As specified on Task Order.</p> <p>Frequency: Quarterly</p> <p>Due: 5th business day after the end of the calendar quarter.</p>	
15	<p>Implementation Readiness</p> <p>(TWC's Option)</p>	\$50,000	<p>Requirements: Prepare and provide a formal report to verify and validate that vendor and TWC are ready to implement the MIRP into production.</p> <p>Considerations include but are not limited to the following:</p> <ul style="list-style-type: none"> A. Test results B. State and quality of software and hardware solutions C. Status of training D. State of OCM Plan E. State of employee morale/resistance to change F. Adequate communications to all parties with a need to know G. Planning, implementation, and staffing of Go Live Command Center H. Post-implementation maintenance and operations plan. 	<p>Methodology: We will review the implementation strategy as part of our support for the project. The IV&V team will validate that exit criterion have been met for predecessor project activities. Additionally, to verify that the software vendor and TWC are ready to implement the MIRP into production, the IV&V team will review the following:</p> <ul style="list-style-type: none"> A. Test results against exit criteria B. State and quality of software and hardware solutions C. Status of training D. State of the OCM Plan E. State of employee morale/resistance to change F. Adequate communications to all parties with a need to know G. Planning, implementation, and staffing of Go-Live Command Center H. Post-implementation maintenance and operations plan. <p>Inputs: Implementation Plan, Implementation checklists, Operations Plan, Training Plan, Communication Plan, Change Management Plan</p> <p>Output: Formal report with observations, findings, and recommendations.</p>

TWC Independent Verification and Validation Services - Procurement Number 3202200017
Grant Thornton LLP

Task Order No.	Task Order Short Description	TWC's Not to Exceed (NTE) Cost	Task Long Description	Respondent's Proposed Approach Grant Thornton Response:
			<p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One Time</p> <p>Due: As specified on Task Order.</p>	
16	<p>Deployment Plan and Dress Rehearsal</p> <p>(TWC's Option)</p>	\$30,000	<p>Requirements: Prepare and provide a formal report on review of TWC's and vendor's deployment plan / checklist and dress rehearsal and recommend improvements before go live.</p> <p>Written Report with Findings and Recommendations Required? Yes</p> <p>Task Duration: As specified on Task Order.</p> <p>Frequency: One Time</p> <p>Due: As specified on Task Order.</p>	<p>Methodology: Grant Thornton will perform a detailed analysis of the pre-go live checklists, cutover strategy, deployment plans, and rollback plans to assess the agency's readiness for production go-live. The objective of the analysis will primarily focus on identifying gaps and fixing problems in advance before the actual go-live date.</p> <p>Inputs: Vendor and TWC deployment plans, checklists, and dress rehearsal</p> <p>Output: Written Report with Findings and Recommendations before Go-Live</p>

Executive Summary

For years, it has been Grant Thornton's privilege to support Texas Workforce Commission (TWC) in their success with three system implementation projects (WorkInTexas Replacement, Unemployment Insurance System Replacement, and the Workforce Case Management System). We have consistently received an "A" by TWC for our Independent Verification and Validation (IV&V) services, which demonstrates our willingness to work closely with TWC. In our role as the IV&V vendor on these projects, we have gained an understanding of TWC's mission challenges in delivering services to employers, individuals, and communities to help them achieve and sustain economic prosperity. To accomplish this mission, TWC relies on several large complex systems that support job placement, collect unemployment taxes, pay unemployment benefits, and operate the financial, procurement, and human resource functions of the agency. TWC has demonstrated a commitment to continuous improvement by modernizing legacy systems, to include the projects in the scope for this solicitation: Child Care Case Management System Replacement, Unemployment Insurance System Replacement, Workforce Case Management Systems Replacement, and Vocational Rehabilitation. We have witnessed the importance of these systems to the prosperity of Texas and its citizens. We welcome the opportunity to continue to provide IV&V services to help TWC achieve compliance with statutory requirements and to achieve the following outcomes:

- Enhanced view of risk and needed mitigation strategies
- Improved system vendor performance and compliance
- Projects implemented on time, within budget, and meeting quality requirements

Rapid access to expertise. TWC is establishing this contract vehicle in anticipation of the need to flexibly support a range of project types and technical needs. As a large organization, Grant Thornton has reach back to thousands of resources with specialized technical expertise and program experience. We have demonstrated our ability to do this for TWC over the years. For instance, we rapidly brought on Federal Risk and Authorization Management Program (FedRAMP) and IRS regulatory expertise. In addition, we staffed a former Director of Unemployment Insurance (Dayne Freeman) to the TWC Unemployment Insurance Replacement Project. She oversaw unemployment insurance system modernization in Maryland and Louisiana.

Local Talent Dedicated to Texas. Grant Thornton is proud to partner with 1,186 Texas clients, employing 716 Texans in our Austin, Dallas, and Houston offices. Our firm has served these metropolitan areas for 61 years, and we continue to look for new ways to better our new and existing customers and our communities. Within Grant Thornton, there is a dedicated State and Local government practice headquartered in Austin, TX. Doug Doerr, the Office Managing Principal (OMP) for the Austin office, who has been focused for over 30 years on selling and delivering IT services to the State of Texas, has led and hopes to continue leading our IV&V services to TWC. Our Austin office is blocks away from the State Capital, the University of Texas, City Hall and many public sector agencies. Our recent work in Texas includes partnering with many public sector organizations, including the: Texas Department of Transportation (TxDOT), the Texas Department of Public Safety (DPS), the Texas Lottery Commission (TLC), JPS Health Network (Tarrant County), the Texas Employees Retirement System (ERS), and the Texas A&M University System (TAMUS). TAMUS and ERS are current DBITS clients.

Proven delivery approach. Our delivery approach sequences and assigns work to deliver the talent needed at the appropriate time. This approach allows our team to provide services within the TWC budgeted cost. Our delivery approach has been effectively used at TWC and Texas DOT where our IV&V work yielded recommendations which increased the effectiveness of system testing and also supported the review of the ERP System and critical items such as the payroll parallel test, agency readiness for required Federal Highway Administration (FHWA) certification, data conversion, and final stages of testing.

Trusted HUB partner. We are partnered with Texas-certified Historically Underutilized Business, Sheila Cooper in order to bring on workforce program-specific experts for Child Care, Vocational Rehabilitation, and Workforce. These individuals include:

- Mike Sheridan (Workforce SME), former TWC Executive Director (1996-2000) who has spent his career (over 34 years) focused on enhancing workforce programs

- Michelle McCall (Vocational Rehabilitation SME) has over 22 years of supporting Vocational rehabilitation policy and program development for TWC and Texas Department of Rehabilitation Services.
- Tony Martinez (Child Care SME) has over 14 years of experience dedicated to managing and developing child care policies and procedures in accordance with federal and state regulations

Sheila Cooper is a trusted HUB and supported Grant Thornton engagements including IV&V services for Arizona Healthcare and Cost Containment System and TWC for over four years.

TWC mission, system and operational experience. We are familiar with your mission, personnel, processes, and environment. We propose staff who have already served TWC on day one. There will be no disruption, ramp-up time, or onboarding inefficiency. We don't need to learn TWC's environment, to learn technology implementation approaches, or to build fresh relationships with people and project stakeholders. This enables our efforts to be fully focused on meeting the needs of TWC's stakeholders.

Quality IV&V insights. We are not a check the box, IV&V vendor. Our teams use proactive and critical thinking, broad team member engagement, and project data to help determine a deeper and real-time assessment of project health and likelihood for success. We focus on thinking ahead and doing what we can to help projects be successful. We have seen firsthand how our insights have been incorporated into the WF CMS and UISR projects. For example, establishing an Organization Change Management workstream within each project so that TWC stakeholders have a sense of buy-in for the new system and processes and are less likely to resist changes

Independent perspective. We are committed to maintaining our independence and we are not software providers in Child Care Case Management, Workforce Administration, Unemployment Insurance Administration, or Vocational Rehabilitation. We collaborate with our clients to achieve practical solutions to issues as they arise on all types and sizes of projects.

Previous experience providing IV&V services. Grant Thornton has been providing IV&V services for more than 14 years to clients implementing systems for a variety of public sector programs. We have been serving state and local agencies across the United States for several years providing oversight services to some of the largest enterprise initiatives in the country such as Ohio Department of Taxation, California Teachers Retirement System (CalSTRS) and Cook County Tax. While all our IV&V engagements are unique in their individual characteristics, our typical engagements provide oversight to implementations valued at 50 to 500 million dollars.

Project	Value of Client Project Grant Thornton Oversaw (not engagement value)
Indiana Department of Revenue	\$75,000,000
Cook County, IL ERP System	\$70,000,000
California Department of Tax and Fee Administration	\$269,000,000
CalSTRS Pension Solution	\$304,000,000
California Correctional Health Services, Turnaround Plan of Action Project Portfolio	\$740,000,000
California Administrative Office of the Courts	\$810,000,000
State of California Financial Information for California Fi\$cal	\$900,000,000
Illinois Tollway ERP Implementation IV&V Services	\$16,700,000
MyCalPers	\$580,000,000
Ohio Department of Taxation (ODT), State Taxation Accounting and Revenue System (STARS)	\$150,000,000
State of Florida, Department of Financial Services PALM ERP Implementation	\$180,000,000

We look forward to continuing our relationship with TWC as a valuable IV&V service provider and offer this proposal for your consideration.

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Attachment 3: Executed Offer Form

The firm, fixed price per item listed on **Attachment 4: Pricing Cost Sheet** must remain firm, fixed pricing from the date of Contract award through the end of the Contract period.

<i>Tamara Reynolds</i>	1/11/2023
Signature of person authorized to make this agreement	Date Signed
Tamara Reynolds, Partner, State and Local Government	
Printed name and title of person signing above	

RESPONDENT INFORMATION

Respondent Name:	Guidehouse, Inc.
Mailing Address:	98 San Jacinto, Suite 900
Billing Address: (if different from above)	
City, State & ZIP Code:	Austin, TX 78701
Phone No.:	(301) 928-7584
E-Mail Address:	Treynolds@guidehouse.com
Employer Identification No.:	36-6055558
Texas Identification No.:	13660555585

To minimize identity theft, every company/individual MUST have an Employer Identification Number (EIN), also known as a federal tax identification number prior to award of a contract. For information on obtaining your EIN, you may call 800-829-4933 or visit the following website:

<https://www.irs.gov/businesses/small-businesses-self-employed/>

The Texas Identification Number is the payee identification number assigned and used by the Texas Comptroller of Public Accounts (CPA) to process payment for goods/services. Enter this number in the space provided above if number is not pre-printed. If this number is not known, please visit <https://fm.xcpa.texas.gov/fmx/login.php?page=/fm.x/payment/forms/agy/AP-152/index.php> to set up a Texas Identification Number.

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Attachment 2: Acknowledgment of TWC Terms and Conditions.

The final Terms and Conditions of any Contract shall be agreed upon during negotiation. However, the minimum required TWC Terms and Conditions (Ts&Cs) that will be included in any awarded Contract are contained in the **SOW Attachment 1: Terms and Conditions**. If the SOW is awarded to a Respondent under a DIR Cooperative Contract, and the TWC Ts&Cs conflict with the DIR contract, the DIR contract prevails.

Respondents must acknowledge and sign this document and include it in their response by selecting either Option A **or** Option B, but not both.

If there are no exceptions, the Respondent shall explicitly state the Respondent takes no exception to any part of this SOW by selecting Option A.

If there are exceptions, the Respondent shall select Option B and explicitly state the exception(s) in the table provided. TWC is allowed to add additional terms and conditions as long as they do not conflict with DIR's. It is incumbent on the vendor to review both the DIR Terms and Conditions as well as the TWC Ts&Cs and tell TWC if there is a conflict. Merely taking a blanket exception to TWC Terms and Conditions is not acceptable.

Any exception may result in the Contract not being awarded to the Respondent.

Respondents are encouraged not to request exceptions to contract Terms and Conditions; TWC, in its sole discretion, may or may not accept the Respondent's requested exceptions. Any exceptions or deviations by Respondent to Attachment 1, TWC's Terms and Conditions (Ts&Cs), may make the offer unacceptable for award without discussion. If a Respondent proposes exceptions to the Ts&Cs, TWC may make an award without discussion to another Respondent that did not take exceptions to the Ts&Cs. At a minimum, proposals that have exceptions to TWC's Ts&Cs will have points deducted from the scoring item related to exceptions to TWC's Ts&Cs, which is worth up to five (5) points.

Option A

Respondent's organization accepts **TWC Terms and Conditions** without exception.

Signature of Respondent Authorized to Contract with TWC Date

Or

Option B

Respondent's organization accepts **TWC Terms and Conditions** with exceptions noted in the table below.

X Tamara Reynolds 1/11/2023
Signature of Respondent Authorized to Contract with TWC Date

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Instructions: In the table below, note any exception to any provision, term or condition specified in the **SOW or Attachment 1**. An explanation as to why the Respondent **cannot** comply with the provision, term, or condition **and** why the proposed alternative language **must** be included in the Response. Add additional rows, if needed.

If Respondent fails to note any exception within its Response, Respondent will not be allowed to request an exception after submitting its proposal, during contract negotiations, or upon award.

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Location/Specific Section Reference	Objection/Exception	Proposed Alternative Language (redline)
Attachment 1 Section 2.17	Grant Thornton requests a reasonable limitation of liability. For ease of negotiations, the requested changes noted above are consistent with a previous contract negotiated between TWC and Grant Thornton.	Limitation on TWC's Liability: TWC will not be liable for any incidental, indirect, special, exemplary, or consequential damages under contract, Tort, (including negligence), or other legal theory. TWC's liability to Vendor under the contract will not exceed the total charges to be paid by TWC to Vendor under the contract or the amount to be paid by TWC to Vendor for the portion of the work giving rise to such liability, whichever amount is least. TWC agrees that the liability of Vendor and its present, future and former partners, principals and employees for any claim, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Vendors party's willful misconduct or fraud. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by TWC, Vendor, or others.
Attachment 1 Section 2.20	Request to remove Most Favored Customer language. Advisory services are unique, and it would be impossible to make this certification. For ease of negotiations, the requested changes noted above are consistent with a previous contract negotiated between TWC and Grant Thornton.	Request to remove "Most Favored Customer" section in its entirety

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Attachment 5 Section 2.7	Since this is a deliverables-based contract request that liquidated damages be based on the price of deliverables. For ease of negotiations, the requested changes noted above are consistent with a previous contract negotiated between TWC and Grant Thornton.	In submitting an Offer in response to this SOW, the Respondent agrees that the measure of damages in the event of a default or breach by Awarded Vendor may be difficult or impossible to calculate. In the event that Awarded Vendor fails to perform Services or complete the obligations under this SOW and associated Task Order in a timely manner, TWC may require Awarded Vendor to pay, as liquidated damages and not as a penalty, an amount equivalent to the amount of five (5) percent of the price attributed to that task order deliverable per day for each calendar day the Awarded Vendor is out of compliance up to the price of that task order deliverable. TWC will have the right to collect liquidated damages against the Awarded Vendor upon demand payment. In addition, if at any time there are amounts payable to the Awarded Vendor under the Contract, TWC will have the right to deduct and/or withhold the amount of liquidated damages assessed by TWC against the Awarded Vendor from the amounts payable to the Awarded Vendor.
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TWC Independent Verification and Validation Services - Procurement Number 3202200017

Negotiated Attachment 5 – Requirements and Minimal Qualifications

Respondent must describe how it will meet all requirements listed in **SOW Attachment 5**.

1. Independent Verification and Validation (IV&V) Minimum Qualifications

1.1 Definition of IV&V

Texas Government Code, Chapter 2054 requires State Agencies to acquire IV&V services for all major information resources projects (MIRP). A project is considered a MIRP when the development costs are equal to or more than \$5 million, require more than twelve (12) months to implement, impact one or more other State Agencies, and/or any project so designated by the Texas Legislature.

Respondent must provide IV&V services that meet the following definitions:

- “Independent” indicates that assessments are performed by a third party and not the same vendor or staff developing the product to maintain technical, managerial, and financial independence
- “Verification: confirms TWC is building the product right and it is well engineered in accordance with industry and Agency standards, specifications and the contract with the system vendor.
- “Validation” confirms TWC is building or buying the right product and the product conforms with customer’s requirements.

IV&V services and Deliverables must provide agency management with an independent perspective on project activities and promote early detection of variances in the product, project, vendor services and performance, and systems to ensure all fulfill their intended purposes. This allows a project to implement corrective actions and/or course corrections before issues impact cost, schedule, scope, and quality.

At a minimum, IV&V services must include the following: reviewing, analyzing, evaluating, inspecting, reporting, and monitoring corrective actions for the following project activities:

1. Project management life cycle;
2. data conversion and migration;
3. risk management;
4. software engineering life cycle;
5. system vendor deliverables;
6. system vendor outcomes;
7. project governance; and
8. project oversight.

Grant Thornton Response for Requirement number 1.1 Begins

Grant Thornton's IV&V team and approach will provide visibility into the implementation effort by assessing project progress and health across several key dimensions, highlighting areas where known or potential risks exist that may adversely impact the success of the TWC's projects or the organization. The methodology we follow to perform our services and develop our deliverables stems from the overall Grant Thornton Independent Oversight Approach as shown in **Figure 1**.

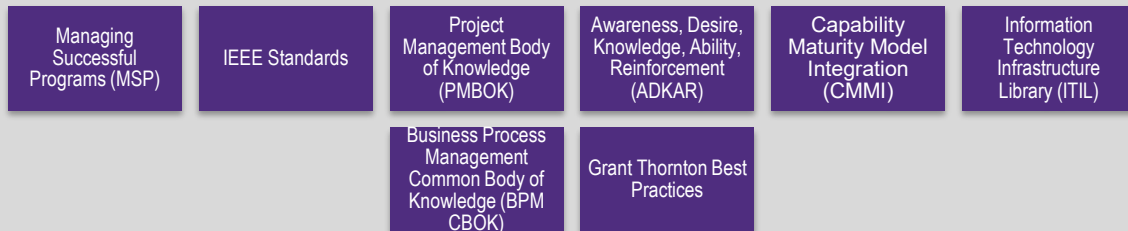
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Figure 1 - IV&V Approach

Grant Thornton realizes that each project comes with specific needs, deliverables, approaches, and requirements. In this case, the needs and requirements would be specific to individual TWC projects. The Grant Thornton team has also customized our framework based on previous experience from multiple implementations oversight projects. This customization was based on:

- Understanding the goals and guiding principles for each implementation project
- Understanding TWC's Information Technology (IT) Handbook and DIR Texas Project Delivery Framework
- Working closely with TWC Project Management Office to integrate our IV&V activities into the project in a minimally invasive way
- Understanding the vendor's solution and how their software development methodology will impact TWC's roles and responsibilities on the project
- Understanding of the risks and related mitigation strategies typical for system implementations.

Our IV&V Framework drills down into individual project activities (by phase) and is underpinned by a detailed set of assessment criteria for each Project activity, including expected artifacts and deliverables, project metrics, risk indicators, and checklist questions. Our Framework is based on the following industry standards and best practices as shown in Figure 2 below:

Figure 2 - Framework Standards and Best Practices

We employ this framework as a method for early detection of challenges, risks, or issues that the project may encounter. Our services continuously communicate our commitment to TWC's project success by:

- Providing early detection for areas of improvement which enable corrective actions to avoid impact to our client's project cost, schedule, scope, and quality. Our team works closely to identify the optimal time to perform detailed assessments (deliverables) at a point where the project can implement corrective actions. For example, TWC's Unemployment Insurance System Replacement Project (UISR) required additional security considerations due to the environment being hosted with the Texas Department of Information Resources (DIR) Data Center Services (DCS) Program. As such, the development of a System Security Plan (SSP) required a collaborative effort from the DCS vendors, the system vendor, and TWC which met control requirements for both the Federal Risk and Authorization Management Program (FedRAMP) and Internal Revenue Service (IRS) Publication 1075. Based on the complexity and importance of the SSP to mitigate against future IRS audit findings, IV&V determined to complete an early assessment and review of the SSP. Through this assessment, we provided recommendations to improve SSP's completeness in addressing control activities and delineating between each party's roles and responsibilities for implementing controls.
- Providing an independent, objective, third-party view of project efforts with the intent of protecting TWC's interests and enabling project success. Even outside of our IV&V deliverables, our team has prepared White Papers for special situations where we felt additional information should be conveyed to TWC to enhance the decision-making process or to independently assess areas of project risk. These white papers have covered technical topics such as evaluating the benefits of different architecture platforms as well as understanding security risks on the project. As a result of one of these White Papers, TWC recognized a need for a new Security Architect role that would support several of TWC's initiatives.

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- Maintaining open and effective communication with Program Management, Project Sponsor(s), and Steering Committees. Our team has established regular touchpoints within TWC's Project Management Office, Project Sponsors, and other Steering Committee members to present our observations and preliminary recommendations. Ultimately, no matter how creative, comprehensive, detailed, or thoughtful any idea or recommendation is, it does not add any value to the project if it is not acted upon by the relevant members of the team. The quality of the recommended action is only part of the equation. It is naïve to expect that simply because an IV&V vendor, or any other entity for that matter, offers a recommended course of action that it will be carried out by the relevant parties. Grant Thornton believes that an equal, if not greater, amount of effort needs to be expended on building support for, and adoption by, the individuals that should be responsible for instituting the recommended changes. This begins with carefully determining the appropriate owner/s and constituents for each recommendation. Once completed, we focus on working at an individual and group level to ensure that the rationale for what we are proposing is understood and identify and address any concerns or objections to the recommended course of action. We work tirelessly to improve project performance.
- Examining project deliverables and work products to evaluate the effectiveness of the project management controls, procedures, and methodology. As demonstrated by the approach to previous IV&V engagements, our IV&V teams are embedded in the project to assist in identifying important project artifacts to review. We have reviewed and offered feedback on vendor deliverables and highlighted areas in a vendor's approach which are critical for TWC project stakeholders to understand. This has helped improve communication between TWC and their vendor counterparts to make sure roles and responsibilities on the project are clear. In addition, we have offered project templates by best practices to help project managers enhance their project documentation.

Grant Thornton's approach to oversight is unique, distinctive, and has been refined using lessons learned and inputs from our engagements and project implementation leaders and oversight practitioners. This deep and broad experience gives Grant Thornton the ability to anticipate challenges and issues and develop solutions to manage, mitigate and eliminate risk. For IV&V to provide value, it must be informed by leading practices and standards, direct experience implementing projects, be proactive and forward-looking, and be designed to deliver maximum value to our clients through actionable and specific guidance. Grant Thornton's approach to IV&V also recognizes that clients that are collaborative and empowered with customized recommendations are far more likely to sustain project health, realize project success, and achieve the targeted operational and business outcomes.

Grant Thornton Response for Requirement number 1.1 Ends

1.2. Respondent Organizational Team Experience with IV&V

Respondent must demonstrate that the Respondent Organizational Team assigned to work on the Awarded Contract meets the required amount of experience and minimum skill level listed in Table 1. Recent is defined as September 1, 2015 through the date of the Response. Experience in activities listed in Table 1 may have been acquired concurrently or in parallel. Minimum team skill level is specified as follows: 0-None, 1-Freshman, 2-Sophomore, 3-Junior, 4-Senior, or 5-Master.

Key for Skill Level Definitions in Tables 1.

Skill Level	Definition
0	No one on Respondent team has experience in the specified activity
1	At least one person on Respondent team has one (1) year experience in the specified activity
2	At least one person on the team has two (2) years of experience in the specified activity
3	At least one person on the team has three (3) years of experience in the specified activity as a project lead
4	At least one person on the team has four (4) years of experience in the specified activity as a project manager and/or as an IV&V manager
5	At least one person on the team has four (4) years of experience in the specified activity as a project manager and/or as an IV&V manager and is certified as a project management professional (PMP) and/or holds other industry-recognized certifications or credentials.

Grant Thornton Response for Requirement number 1.2 Begins

IV&V is one of our primary service offerings for our public sector state and local practice. We staff our engagements with professionals with project management and hands-on system implementation experience across technical and functional domains.

In addition, we have teamed with Texas certified Historically Underutilized Business (HUB), Sheila Cooper who offers the ability to enhance our team with resources who have been in your shoes, serving as State of Texas employee involved in a major system implementation project. In addition, to completing Table 1 below, we have included a biography summarizing the skillset of our core IV&V team's experience with project management and systems implementation projects since September 2015. Section 1.3 includes the additional IV&V Subject Matter Experts with program experience.

1. Graeme Finley IV&V Engagement Principal	Mr. Finley has over twenty-five years' experience providing technology consulting and program oversight services to public- and private-sector organizations. He has experience in IT strategy, independent project oversight and IV&V (17+ years), investment management, business case analysis and acquisition support, enterprise architecture, and custom and packaged
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TWC Independent Verification and Validation Services - Procurement Number 3202200017

	software development and integration. Mr. Finley's clients have included Federal government agencies in the US and Canada, State government agencies, and utilities and financial services organizations in the US and UK.
2. Dayne Freeman IV&V Engagement Director (meets all minimum requirements listed in Table 1 below)	Ms. Freeman maintains an active PMP certification and has overseen two system Unemployment Insurance (UI) implementation projects for the State of Maryland Department of Labor (DOL) and Louisiana Workforce Commission. During her time with Maryland DOL (2016-2021), she presided and implemented a \$97M through the Maryland and West Virginia Consortium Project software modernization initiative. She was accountable for leading the states of Maryland and West Virginia in a collaborative effort to replace legacy systems running daily operations, with a massive migration to update processes. Maryland UI System launched successfully during the COVID-19 pandemic on 9/20/20. Based on her role on the project, she oversaw all aspects of the project, including each of the activities listed in this table, such as schedule, software development lifecycle activities. In addition, in her professional career and even recently with Maryland DOL, Ms. Freeman has experience drawing conclusions and developing recommendations, and briefing various levels of staff.
3. Nazrine Khan IV&V Project Manager	Ms. Khan has over 10 years of experience and has 7 years of experience managing projects. Since August 2018, Ms. Khan has managed IV&V services for four system implementation projects including TWC's WIT, UISR, WF CMS, and United States Department of Agriculture. She is experienced in developing IV&V deliverables (writing reports of findings, conclusions, and recommendations), presented findings (project risks, conclusions, and recommendations) to TWC Management and Executives.
4. Sucharit Ghatge IV&V Deputy Project	Mr. Ghatge has an active PMP certification and is a Certified Scrum Master with over 20 years of experience in the software industry with proficiency in State welfare programs for large public sector clients like the Texas Department of Health and Human Services (DHS). He is currently providing IV&V services for TWC where he helps support project life cycle processes and validate compliance with regulatory, performance, schedule, budget, and quality requirements. He has worked to interview stakeholders, develop business and system requirements, perform business and system analysis, gathering and analyze data. He has worked in various roles for design, development, and leading large enterprise solutions.
5. Shanthi Mekala IV&V Deputy Project	Ms. Mekala has over 20 years of experience as a Senior Business Technical Analyst and Product Manager, with a successful track record of interfacing with vendors to analyze, gather and document requirements for various complex solutions. She currently provides the IV&V services for TWC's UISR project and works directly with various stakeholders across the agency, makes observations, develops criteria for successful outcomes, provides an assessment of vendor solution implementation.
6. Sheila Cooper IV&V Functional Analyst	As a former Texas Health and Human Services employee, Ms. Cooper has over 20 years of experience. Her wide-ranging experience includes expertise in requirements development, business and use case analysis, user acceptance testing, planning document (APD) preparation and negotiation, IV&V, Health Insurance Portability and Accountability Act (HIPAA) privacy, security, and electronic data interchange (EDI) claims and encounter processing. Since April 2019, Sheila has provided IV&V services to the TWC's UISR and WF CMS projects. Her work includes IV&V of system requirements, schedule review, review of project implementation strategy, and planning.
7. Selva Kumaraswamy IV&V Technical Analyst	Mr. Kumaraswamy has over 21 years of progressive experience in the software industry across all phases of the Software Development Lifecycle (SDLC). He has worked with Texas State Agencies and Data Center Services in various consulting engagements across Program Area, PMO, Application Development, Cloud, Network & Infrastructure services and has an extensive understanding of the agency and its functions. His recent experience includes performing IV&V service for TWC projects (WIT Replacement, UISR, and WF CMS) since August 2018.
8. Meredith Pruitt IV&V Project Coordinator	Ms. Pruitt has assumed the role of Project Coordinator for TWC over three IV&V projects (Data Governance, UISR, and WF CMS). As the current Project Coordinator, her responsibilities include maintaining the project schedule, organizing, and facilitating stakeholder interviews, developing IV&V deliverables, reviewing project artifacts, and ensuring the IV&V team is adhering to compliance and regulatory requirements including deliverable accessibility standards.

As requested, we have identified our **IV&V Engagement Director, Dayne Freeman** who meets all the requirements below. Please see our response to Table 1 as seen in the grey highlighted columns below.

Table 1. IV&V Organizational Team Experience

ID	Types of Activities	Required Amount of Recent Experience (Years)	Required Minimum Skill Level 5-Master 4-Senior 3-Junior 2-Sophomore 1-Freshman 0-None	<i>Grant Thornton Response: Years of Recent Experience (since 9/2015) – Ms. Freeman</i>	<i>Grant Thornton Response: Required Minimum Skill for Ms. Freeman</i>
a	Planning a Project	4	4	6.5	5
b	Developing a Work Breakdown Structure	4	4	6.5	4
c	Identifying a Project Critical Path	4	4	6.5	5
d	Developing Business Requirements	3	3	6.5	5
e	Developing System Requirements	3	3	6.5	4
f	Creating a Requirements Traceability Matrix	3	3	6.5	5

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ID	Types of Activities	Required Amount of Recent Experience (Years)	Required Minimum Skill Level 5-Master 4-Senior 3-Junior 2-Sophomore 1-Freshman 0-None	Grant Thornton Response: Years of Recent Experience (since 9/2015) – Ms. Freeman	Grant Thornton Response: Required Minimum Skill for Ms. Freeman
g	Applying a Systems Development Life Cycle	3	3	6.5	5
h	Developing a Thorough Test Plan	3	3	6.5	5
i	Performing Business Analysis	4	4	6.5	5
j	Performing Systems Analysis	4	4	6.5	5
k	Performing Process Improvement	3	3	6.5	5
l	Developing Criteria for Successful Outcomes	3	3	6.5	5
m	Developing Criteria for Quality Outcomes	3	3	6.5	5
n	Making Observations	3	3	6.5	5
o	Interviewing Participants and Stakeholders	3	3	6.5	5
p	Assessing Return on Investment	4	4	6.5	5
q	Managing Human Resources	3	3	6.5	5
r	Gathering and Analyzing Data	3	3	6.5	5
s	Performing Risk Management	4	4	6.5	5
t	Drawing Conclusions	4	4	6.5	5
u	Making Recommendations	4	4	6.5	5
v	Developing Corrective Action Plans	4	4	6.5	5
w	Writing Reports of Findings, Conclusions, and Recommendations	4	4	6.5	5
x	Presenting Findings, Conclusions, and Recommendations to varied levels of staff during meetings	4	4	6.5	5
y	Writing progress or status reports.	3	3	6.5	5

Grant Thornton Response for Requirement number 1.2 Ends**1.3. Respondent Organizational Team Experience with Business Programs**

Respondent must state whether at least one (1) person on the Respondent Organizational Team assigned to work on the Awarded Contract has recent work experience with or knowledge of the government programs listed in Table 2. Recent is defined as September 1, 2015 through the date of the Response.

Table 2. Business Program Experience or Knowledge

Grant Thornton Response for Requirement number 1.3 Begins

ID	Program Name	Preferred Amount of Experience (In Years)	Type of Experience C- Contractor E- Employee V- Vendor	Preferred Knowledge Level 5-Worked as a direct service-delivery employee of the program for at least 2 years 4-Provided IV&V services to program for at least 2 years 3-Reviewed a policy and procedures manual 2-Reviewed governing legislation 1-Did Internet Research 0-None	Grant Thornton Response:
a	Child Care Program	3	Any	5	Tony Martinez has 14 years of direct service delivery for the Child Care Program as an

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					Employee. From 2018 to 2021, he managed the Child Care Services (CCS) and Quality Initiatives contracts for the Workforce Solutions Alamo Board. Experience: 14 years Type of Experience: Employee Knowledge Level: 5
b	Unemployment Insurance	3	Any	5	Dayne Freeman has 10 years within the Unemployment Insurance Program. She served in a Director role with the State Maryland (2016-2021) and Louisiana (2011- 2016). Experience: 10 years Type of Experience: Employee and Consultant Knowledge Level: 5
c	Vocational Rehabilitation (VR)	3	Any	5	Michelle McCall has 22 years of experience with the VR program. Michelle served as a Program Specialist for Policy and Program Development for VR from 2012 through 2017 with the Texas Department of Rehabilitation and with TWC from 2017 to 2020 Experience: 22 years Type of Experience: Employee Knowledge Level: 5
d	Workforce	3	Any	5	Mike Sheridan has 34 years of experience supporting workforce programs and served as the TWC Executive Director from 1996-2000. In 2017 and 2018 he helped integrate a workforce development job matching registration system. Experience: 34 years Type of Experience: Employee and Consultant Knowledge Level: 5

Grant Thornton Response for Requirement number 1.3 Ends

2. Independent Verification and Validation (IV&V) REQUIREMENTS

2.1 IV&V Methodology Requirements

Respondent must state whether they use the methodology requirements listed in Table 4 by entering Yes or No in the third column. For each "Yes" response, Respondent must briefly explain how the methodology is applied.

Table 3. Methodology Requirements

Grant Thornton Response for Requirement number 2.1 Begins

ID	Methodology Requirement must:	Yes / No Grant Thornton Response:	Brief explanation of application of methodology Grant Thornton Response:
a	use pre-defined checklists	Yes	Our Grant Thornton's IV&V methodology consists of four primary domains: Benefits Realization, Resources, Process, and Technology. Each domain is then divided into assessment threads and then subdivided into specific assessment activities. Based upon the objectives of this engagement we have edited our comprehensive checklist to focus on specific, relevant, assessment threads. The assessment areas for the

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ID	Methodology Requirement must:	Yes / No Grant Thornton Response:	Brief explanation of application of methodology Grant Thornton Response:
			competitive vendor program are matched up with specific checklist questions, with their corresponding standards, measures, risk areas, and expected outcomes outlined in the complete IV&V checklist. For example, when reviewing project test plans, our practitioners verify that the project is using IEEE standards for Software Test Documentation. The checklist is based on industry standards and best practices, including International Organization for Standardization (ISO), International Electrotechnical Commission (IEC), IEEE, Capability Maturity Model Integration (CMMI), ADKAR, BABOK, Project Management Body of Knowledge (PMBOK), and more.
b	follow Institute of Electrical and Electronics Engineers (IEEE) or Capability Maturity Model Integrated (CMMI) or other industry-recognized model for IV&V.	Yes	<p>Our methodology, checklists, and templates are aligned to the following standards:</p> <ul style="list-style-type: none"> • CMMI for Acquisition V1.3 • Managing Successful Programmes (MSP) • PMBOK • IEEE 29148 – Standard for Requirements Engineering • CMMI for Development V1.3 • IEEE 1012 - Standard for Verification and Validation • Awareness, Desire, Knowledge, Ability, Reinforcement (ADKAR) Model • National Institute of Standards and Technology (NIST) SP 800-37 Rev. 1. Guide for Applying the Risk Management Framework to Federal Information Systems: A Security Life Cycle Approach
c	apply Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK) for IV&V	Yes	<p>PMI's PMBOK® Guide provides a foundation from which project plans and Project Management Office (PMO) methodologies or enterprise-wide processes can be developed. The PMBOK goal is to enable organizations to standardize project management practices across their departments. As projects adhere to the standards adopted by their respective organizations, IV&V provides a project health check, or an overall project risk assessment, to help ensure that a project is being executed according to established project plans.</p> <p>Grant Thornton's IV&V methodology is derived from notable industry standards such as PMBOK. Our IV&V framework is facilitated and applied through the use of our Grant Thornton proprietary IV&V Checklist. The purpose of the IV&V Checklist is to clearly define the set of criteria and questions the IV&V team will use to assess project processes, deliverables, and work products.</p> <p>Realizing that each project is unique, we have tailored and customized our IV&V Checklist specifically for the TWC IV&V project. Through this risk-based approach, we will confidently provide stakeholders with the critical information they need for timely decisions, ultimately reducing project risk and maximizing project success.</p> <p>Our Proprietary IV&V Checklist defines:</p> <ul style="list-style-type: none"> • Over 200 areas of inquiry activities that span across activities such as Plans, Strategies, Schedules, Staffing, Requirements, test activities, Data activities, Performance, Security, Change management, Risk Management, Cost Analysis to name only a few • Criteria that will be used to assess the level of project risk associated with each assessment activity; • Applicable inputs (deliverables, work products, or logs) that will be used for assessment activities; and • Risk criteria that will be used to evaluate the level of risk for an assessment activity <p>We will evaluate project plans like the risk, scope, schedule, and change management plans and procedures against our existing PMBOK v.7 project management checklist for compliance to best practices standards in planning, execution, and controls. We will report on any gaps and omissions that may affect project performance and recommend remediation actions.</p>
c	apply DIR Texas Project Delivery Framework	Yes	<p>Our team is familiar with the DIR Texas Project Deliverable Framework and has previous experience in evaluating how these artifacts are employed on TWC's projects. In our current IV&V role on the UISR and WFCM projects, we reviewed the vendor's deliverables adherence to the DIR Texas Project Delivery Framework, which was used as a baseline standard for the Project Management Plan, Technical Architecture Assessment, and Service Delivery Plan. For future TWC projects, we will leverage our existing familiarity with the DIR Texas Project Delivery Framework to immediately perform these assessments without the ramp-up time required for new IV&V vendors to gain an understanding of the Framework.</p>
e	apply professional standards and ethics	Yes	<p>As a Certified Public Accounting firm, Grant Thornton must adhere to the highest professional standards. As such, we have dedicated resources and established programs to reinforce professional standards compliance and ethical conduct. Our advisory services are governed by professional standards set forth by the American Institute of Certified Public Accountants commonly referred to as the "AICPA"; more specifically, the AICPA Statement on Standards for Consulting Services. An Advisory Services and Quality (ASQ) team, including a dedicated Public Sector Professional Standards Director (PSD), is responsible for maintaining our compliance with AICPA. ASQ directs an Advisory Services Quality Review Program</p>

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ID	Methodology Requirement must:	Yes / No Grant Thornton Response:	Brief explanation of application of methodology <i>Grant Thornton Response:</i>
			(ASQRP) which reviews work papers, standards compliance, and performance of all Partners and Principals. When violations are found, some sanctions impact compensation and career advancement. Outside of ASQRP, ASQ and our dedicated Independence Group govern the conflict of interest and independence checking process, manage the assignment of engagement quality reviewers (EQRs) to each engagement, and implement and monitor adherence to policies and procedures. There are numerous protocols in place specific to public sector engagements, including mandatory government ethics, contracting, security, and privacy training, and a comprehensive written Code of Conduct. Each employee must certify adherence to the firm's ethics, independence, and other protocols. Also required by the professional standards, each employee must complete the required Continuing Professional Education (CPE) requirements. Failure to do so within the required time frames each year results in an impact to performance rating and bonus eligibility; and removal from all billable project work until the CPE deficit is addressed. These activities, coupled with other investments the firm has made in professional standards and ethics such as a firmwide Chief Privacy Officer, Political Compliance Help Desk, and Public Sector Director of Compliance, demonstrate our commitment to delivering with quality and integrity.
f	maintain objectivity on all IV&V services	Yes	Grant Thornton's IV&V methodology and approach are grounded in our ability and commitment to maintaining complete objectivity on our engagements. We also focus heavily on providing objective, fact-based advice, and recommendations. Our team will first understand the processes and standards which the implementation project is employing and make observations objectively to assess whether the team is adhering to those standards or guidelines. We bring experienced practitioners to the engagement who draw on their experiences and approaches from the implementation team. Our staff has experience in a wide range of roles on a wide range of projects, organizations, and approaches. We have been on all sides of system implementations including system integration vendor, system integration customer, and independent oversight. We have confidence that comes from applying experience-based professional judgment to our IV&V work to triangulate our observations. These are then vetted internally within our team and further validated by our IV&V leadership (Engagement Director and Engagement Partner) to provide objective assessments and recommendations to TWC.
g	protect TWC information	Yes	Grant Thornton takes its responsibility to protect its clients' confidential information, including Sensitive Personal Identifiable Information (SPII), seriously and will make sure that TWC confidential information and SPII are protected in accordance with NIST and by Grant Thornton's policies which are available upon request. In addition, to the extent feasible for the Services and to further protect its clients' SPII, it is Grant Thornton's standard practice to accept only SPII that is essential to Grant Thornton's services and that such SPII be shall de-identified, removed, masked, or obfuscated before being provided to Grant Thornton. How we collect, handle, and protect such confidential and personal information is the subject of laws and regulations, and it is Grant Thornton's policy to conduct its business in compliance with all legal and ethical requirements. Grant Thornton is guided by the principle of privacy in making appropriate and ethical decisions about the personal information in our possession. Grant Thornton has employed these standards in our previous work with TWC and our IV&V projects. We directly access information through TWC's SharePoint sites and enforce collaboration within our IV&V team to Grant Thornton's SharePoint, thus avoiding TWC project documentation from being emailed. In addition, in our previous engagement experience, we have performed IV&V services over projects which were in active procurement. We understand TWC requires all individuals that have access to information for TWC's open procurement must sign TWC's Conflict of Interest and Non-Disclosure statement. Our Project Manager makes sure that each IV&V team member signs and understands the importance of upholding this Non-Disclosure statement.
h	maintain confidentiality of findings and release results to system vendors only with IT Contract Manager approval.	Yes	Grant Thornton upholds confidentiality for our engagements. As seen in our previous experience providing IV&V services for TWC, we will not share our reports or assessments with system vendors unless approved by the IT Contract Manager.

Grant Thornton Response for Requirement number 2.1 Ends

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2.2 Respondent Service Delivery Requirements

After Contract Award, Respondent must meet all requirements in Table 4 Service Level Requirements. In a case where the Awarded Vendor does not meet a service delivery requirement, TWC will advise the Respondent, and at TWC's sole discretion may allow the Respondent up to five (5) calendar days to correct the service level. TWC may reject requests for payment of deliverables and withhold payment of the deliverable(s) for poor quality or late service delivery.

Many IV&V documents will be shared with authorized agency employees and implementation vendor(s) for further reviews. Therefore, quality, clarity, and conciseness are of utmost importance, since the recipient of the deliverable may not be as familiar with TWC project details as the participants.

Table 4. Service Level Requirements

ID	Service Level Requirement
a	Must adhere to the Awarded Contract
b	Must meet all agreed-upon deadlines
c	<p>Must meet technical requirements for Deliverables as follows:</p> <ul style="list-style-type: none"> • Use Word, PowerPoint, and/or Excel • use the same title as identified in Attachment 6 • include the submission date in mm/dd/year format as a header or footer on every page • include version control number as a header or footer on every page • include the page number as a header or footer on every page except page 1 • use Verdana font • use Font size of 11 or larger • use consistent formatting and numbering • all Project communication, notes, presentations, documentation, and other supporting materials must be fully accessible as described in Attachment 1, Section 11.4. • use proper Business English (complete sentences, proper grammar, accurate punctuation, correct spelling).
d	<p>Must meet substantive requirements for Deliverables as follows:</p> <ul style="list-style-type: none"> • Include a bulleted executive summary • include a statement of Deliverable purpose • include explanation of how information was gathered • include list of findings based upon industry-accepted standards and fact-based evidence • include list of conclusions for each finding based upon industry-accepted standards, ethics, and objectivity • include recommendations for corrective action or course correction traced to conclusions.
e	<p>Must meet Communication Requirements as follows:</p> <ul style="list-style-type: none"> • be prepared for meetings and provide agenda prior to meetings hosted by IV&V • Coordinates with the TWC Project Manager to jointly plan and execute tasks (external Communication plan, cutover weekend plan, contingency plan, war room plan, internal communication plan, implementation team escalation plan, etc.)

Grant Thornton Response for Requirement number 2.2 Begins

Grant Thornton has reviewed and understands the Service Level Requirements in Statement Of Work (SOW), Attachment 4, Table 4. If awarded, we will continue to adhere to these requirements and meet all agreed-upon deadlines. Should instances where IV&V's deliverable dates need to be revised based on the respective schedule, we will notify TWC's Contract Manager of the change. We will validate that each deliverable submitted adheres to the technical requirements for the appropriate format and uses proper Business English. In addition, deliverables will address substantive requirements on the structure of our report or assessment. Finally, we will meet the communication requirements by preparing agendas for IV&V hosted meetings and coordinating with the Project Manager by planning IV&V assessments important project activities and tasks (Internal/External Communication Plan, Cutover weekend plan, contingency plan, etc.

Grant Thornton Response for Requirement number 2.2 Ends

2.3 Cybersecurity Requirements

Respondent must explain how they will meet the following requirements:

1. Fully cooperate with the TWC Chief Information Security Officer (CISO) and security team in all matters related to cybersecurity policies and procedures relevant to this SOW.

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2. Respondent must ensure the protection of TWC confidential information, including Sensitive Personal Identifiable Information (SPII) from unauthorized disclosure, unauthorized access, and misuse, at a minimum in accordance with the NIST Special Publication 800-122, Guide to Protecting the Confidentiality of PII.
3. Respondent's proposed services and output (Deliverables, Tasks) must comply with TWC's requirement that all data remain in the United States and meet stringent Data Privacy and Cybersecurity requirements.
4. All information gathered and developed under this SOW must remain and be stored, processed, accessed, viewed, transmitted, and received, always and exclusively within the forty-eight (48) contiguous United States.
5. Confidential information, including SPII must be returned to TWC before the last day of the Contract term.
6. Respondent must not use or sell account, Deliverables, requirements, or other information acquired during the solicitation and/or after Contract Award, and will provide a written policy to ensure data privacy and security to TWC.

Grant Thornton Response for Requirement number 2.3 Begins

Grant Thornton understands and will comply with the Cybersecurity requirements above.

Grant Thornton Response for Requirement number 2.3 Ends

2.4 Electronic Information Resources (EIR) Accessibility Requirements

Respondent must explain how they will meet the following requirements:

All deliverables provided to TWC must comply with the Accessibility Standards defined in the Texas Administrative Codes (TAC) 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.1 AA.

Respondent must provide verifiable evidence of compliance.

Grant Thornton Response for Requirement number 2.4 Begins

Grant Thornton's current IV&V deliverables for the TWC are compliant with the Accessibility Standards defined in the Texas Administrative Codes (TAC) 1 TAC 206, 1 TAC 213, and in the Worldwide Web Consortium WCAG 2.1 AA, and we will continue to meet these requirements. We use accessibility checking tools such as "read out loud." Examples of actions we perform to ensure our deliverables comply include:

- Providing text alternatives for any non-text content such as graphics, tables, and images.
- Documenting extraneous non-text content (e.g., pure decoration, used only for visual formatting, or not presented to users) in a manner that is ignored by assistive technology.
- Checking that the information conveyed is also available in text and that the text is not conditional content.
- Considering colorblindness when selecting colors for presentation
- Presenting information in a logical sequence or order to convey specific meaning, ensuring that a correct reading sequence can be programmatically determined.

We will continue to meet the accessibility requirements noted, however as the requirements are extensive, we will continue to adapt to ensure our deliverables are fully compliant and accessible to every individual. When we meet accessibility requirements for our deliverables, we understand that we enhance usability to ensure everyone is included. In addition, we have a formal process for conforming and verifying our deliverables are accessible as a final check before submission.

Grant Thornton Response for Requirement number 2.4 Ends

2.5 Location Requirements

Respondent must explain how they will meet the following requirements:

1. All Awarded Vendor personnel, including any sub-contractors must be physically located within the forty-eight (48) contiguous United States and preferably within the State of Texas.
2. All Awarded Vendor personnel, including any sub-contractors must be able to perform all work remotely and interact with TWC personnel via MicroSoft Teams.
3. TWC will not provide office space for Awarded Vendor personnel.

Grant Thornton Response for Requirement number 2.5 Begins

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Grant Thornton confirms that each of our proposed personnel and subcontractors are located within the forty-eight (48) contiguous the United States. Additionally, most of our core IV&V team is local to Austin. During the pandemic, Grant Thornton effectively transitioned to remote work with TWC personnel in providing oversight on the Workforce Case Management System and Unemployment Insurance System Replacement projects. Microsoft Teams is Grant Thornton's primary video-conferencing application. In addition, our team collaborates through SharePoint and a shared OneNote to maintain our notes, project artifacts reviewed, and draft deliverables. Grant Thornton understands that office space will not be awarded to our IV&V team personnel. Should there be a need to meet in person, Grant Thornton will utilize our Austin office.

Grant Thornton Response for Requirement number 2.5 Ends

2.6 Organizational Information

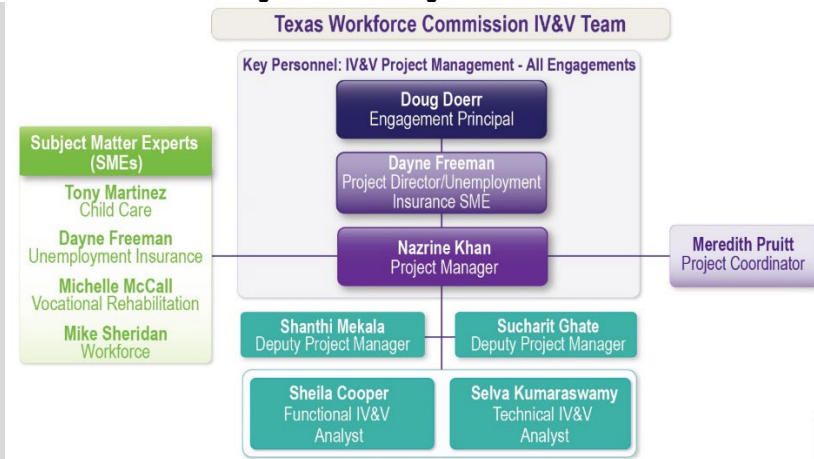
Respondent must provide their proposed organizational reporting hierarchy for key staff:

- 1) Organization chart for Respondent's proposed staff who will provide management oversight and Project Management for all engagements.
- 2) One (1) summary table, with a row for each proposed Project participant, including the following:
Participant name, role or position in current employment, employer name (i.e., Offeror or subcontractor name), key function(s) in current role/position, years of experience for role/position, proposed role on this Project, and years of experience with IV&V.

Grant Thornton Response for Requirement number 2.6 Begins

The Organization Chart below details our proposed IV&V team as introduced in Sections 1.2 and Sections 1.3. All IV&V engagements will be overseen by our Engagement Principal (Doug Doerr), Project Director (Dayne Freeman), and Project Manager (Nazrine Khan).

Figure 3 - IV&V Organization Chart



The Summary Table below details each of our IV&V team members and their proposed role and responsibilities on the engagement.

Name/Role Proposed Role for Project Employer	Key Function(s) in Current Role/Position	Experience for Role/Position (yrs)	Experience w/IV&V (yrs)
Graeme Finley/Partner, IV&V Engagement Principal	Providing Engagement oversight and final point of contact for escalation. Holds the IV&V team accountable for meeting high standards of performance.	32	17
Dayne Freeman / Director IV&V Engagement Director & Unemployment Insurance SME Grant Thornton	Manages IV&V effort across TWC IV&V projects. The second level of escalation for issues/risks provides quality review for all deliverables. In addition, provide subject matter expertise for the Unemployment Insurance program.	31	10
Nazrine Khan / Manager IV&V Project Manager Grant Thornton	Her primary focus will be on managing the development and delivery of the specific IV&V deliverables for that task order and providing formal and informal observations to TWC on the health of the project.	10.5	3.5
Sucharit Ghatge/Manager IV&V Deputy Project Manager	Oversees the IV&V team's daily activities for a specific project, including reviewing project artifacts, leading interviews, and	21	2

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Name/Role Proposed Role for Project Employer	Key Function(s) in Current Role/Position	Experience for Role/Position (yrs)	Experience w/IV&V (yrs)
Grant Thornton	refining our approach to IV&V assessments. In addition, responsible for providing input for technical IV&V assessments.		
Shanthi Mekala / Sr. Associate IV&V Deputy Project Manager Grant Thornton	Oversees the IV&V team's daily activities for a specific project, including reviewing project artifacts, leading interviews, and refining our approach to IV&V assessments. In addition, responsible for providing input for technical IV&V assessments.	25	2
Meredith Pruitt / Associate Project Coordinator Grant Thornton	Works directly under the Project Manager and oversees administrative tasks, such as scheduling interviews /meetings with Project stakeholders, maintaining the IV&V team's project and contract documentation. Responsible for validating deliverables that meet accessibility standards.	3	2
Sheila Cooper/ Independent Consultant IV&V Functional Analyst Sheila Cooper -Texas certified Historically Underutilized Business (HUB)	Provide specialized knowledge and experience on a specific project such as project management, Organizational Change Management, training, or business transformation. Provides input for IV&V deliverables.	20	4.5
Selva Kumaraswamy/ Consultant IV&V Technical Analyst Sheila Cooper HUB	Responsible for technical knowledge in evaluating projects against the software development lifecycle including infrastructure, development, and testing activities. Responsible for providing input for technical IV&V assessments.	22	4
Mike Sheridan/Consultant Workforce SME Sheila Cooper HUB	Provide subject matter expertise for Workforce programs	45	2
Tony Martinez/Consultant Child Care SME Sheila Cooper HUB	Provide subject matter expertise of Child Care program	20	1
Michelle McCall/Consultant Vocational Rehabilitation SME Sheila Cooper HUB	Provide subject matter expertise for Vocational Rehabilitation program	22	10

Grant Thornton Response for Requirement number 2.6 Ends

2.7 Liquidated Damages

In submitting an Offer in response to this SOW, the Respondent agrees that the measure of damages in the event of a default or breach by Awarded Vendor may be difficult or impossible to calculate. In the event that Awarded Vendor fails to perform Services or complete the obligations under this SOW and associated Task Order in a timely manner, TWC may require Awarded Vendor to pay, as liquidated damages and not as a penalty, an amount equivalent to the amount of five (5) percent of the price attributed to that task order deliverable per day for each calendar day the Awarded Vendor is out of compliance up to the price of that task order deliverable. TWC will have the right to collect liquidated damages against the Awarded Vendor upon demand payment. In addition, if at any time there are amounts payable to the Awarded Vendor under the Contract, TWC will have the right to deduct and/or withhold the amount of liquidated damages assessed by TWC against the Awarded Vendor from the amounts payable to the Awarded Vendor.

Grant Thornton Response for Requirement number 2.7 Begins

Understand and will comply.

Grant Thornton Response for Requirement number 2.7 Ends

ATTACHMENT 1 – Negotiated TWC Terms & Conditions (09/09/2022)

By responding to the solicitation or fulfilling the awarded Purchase Order (PO), the Vendor agrees to the terms and conditions below, which apply to and become a part of every Texas Workforce Commission (TWC) purchase. Only mutual written exceptions will be valid. Where a purchase is made without the Invitation for Bids (IFB), Request for Offers (RFO) or Request for Proposals (RFP) process, IFB/RFO/RFP, equates to "Purchase Order" and "Bidder/ Offeror/Proposer/Respondent" equates to "Vendor." Any specification in the solicitation that conflicts with these standard terms and conditions takes precedence. All references to "days" shall be calendar days unless specified otherwise.

*****NOTE TO VENDORS: Any terms and conditions attached to a Vendor's solicitation response will not be considered unless the Vendor specifically refers to them on the face of the first page of its response.**

*****WARNING: Such terms and conditions may result in disqualification of the submitted Vendor's response (e.g., responses with a requirement to apply the laws of a State other than Texas.)**

1. SOLICITATION RESPONSE REQUIREMENTS

- 1.1. **Written Specifications:** TWC will not be bound by any oral statement or representation contrary to the written specifications contained in the solicitation.
- 1.2. **Incomplete Responses:** Late, illegible, incomplete and/or unsigned responses may be deemed non-responsive and may not be considered.
- 1.3. **Freight:** Prices quoted are to include freight prepaid, F.O.B. Destination (Free on Board). Enter unit price on quantity and unit of measure specified - extend and show total. In case of errors in extension, unit prices shall govern.
- 1.4. **Firm Pricing:** Prices submitted are expected to be firm for TWC acceptance for ninety (90) days from the solicitation deadline. "Discount from list" offers are not acceptable unless specifically requested. Cash discounts will not be considered in determining the low offer. All cash discounts submitted will be taken if earned. Prices must remain firm for the duration of the term of the PO/contract.
- 1.5. **Ties:** In the case of tie bids, the award will be made in accordance with the preferences listed under 34 Texas Administrative Code (TAC) §20.306.
- 1.6. **Preferences:** In making an award, TWC shall apply the preferences listed at 34 TAC §20.306. For purchase or lease of computer equipment TWC shall apply a preference for manufacturers that have a computer recycling program as described in 1 TAC §217.11.
- 1.7. **Bid Alteration/Withdrawal:** A submitted response to a solicitation cannot be altered or amended after the solicitation deadline, except by formal negotiation via the RFO/RFP processes. Any alteration made before the solicitation deadline is to be initialed by Vendor or the Vendor's authorized agent. Vendors are not allowed to withdraw their submitted response after the solicitation deadline without approval by TWC.
- 1.8. **Rejection of Bids:** In accordance with Texas Government Code §2156.008, TWC reserves the right to reject a bid in which there is a material failure to comply with specification requirements. TWC may reject all bids or parts of bids if the rejection serves the State's best interest.
- 1.9. **Tax Exempt:** Purchases made for State use are exempt from the State Sales tax and Federal Excise tax. Do not include tax in bid. Excise Tax Exemption Certificates are available upon request.
- 1.10. **Other Entities:** TWC requests that the Vendor extend the same contract prices and conditions to Local Workforce Development Boards (LWDB) and Child Care Management Services (CCMS) entities contractually linked with TWC, if awarded the contract.
- 1.11. **Identify All Parties:** TWC requires all business partners, equipment, support or maintenance providers who will perform under an awarded contract to be identified prior to contract award for TWC approval. Substitutions of providers shall be submitted in writing for TWC approval during the term of the agreement.
- 1.12. **No Travel:** TWC will not reimburse a Vendor for travel and expenses unless specifically provided for in the contract documents. In that event, such reimbursement will not exceed the state travel reimbursement rates and limits established by the then current General Appropriations Act.

2. GENERAL CONDITIONS

- 2.1. **Certain Construction Liability Claims.** TWC will comply with the provisions of Texas Government Code, Chapter 2272 in the event that a claim for damages arises to which that chapter applies.
- 2.2. **Damage to Grounds and Buildings:** Vendor shall be financially responsible for any or all damage done by its employees, agents and subcontractors to TWC grounds and buildings. Vendor is responsible for the removal of all debris resulting from work performed under the contract.
- 2.3. **Disclosure of Information:** TWC, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records which are directly pertinent to this procurement.
- 2.4. **Texas Public Information Act:**
 - 2.4.1. Information, documentation, and other material in connection with this solicitation or any resulting contract may be subject to public disclosure pursuant to Texas Government Code, Chapter 552 (the "Public Information Act").
 - 2.4.2. All information submitted in response to the solicitation is subject to public disclosure pursuant to the Public Information Act. In the event of a request for information pertaining to the solicitation, TWC will comply with the provisions of the Public Information Act to protect the interests of the State of Texas. The Public Information Act allows the public to have access to information in the possession of a governmental body. Therefore, the Vendor must clearly identify any confidential or proprietary information on the page on which it appears in the solicitation response and reference the specific exception to disclosure in the Public Information Act that applies. Proprietary information identified by the Vendor in advance will be kept confidential to the extent permitted by state law. Any information not clearly identified as confidential or proprietary shall be deemed to be subject to disclosure pursuant to the Public Information Act.
 - 2.4.3. All information, documentation and other material in connection with the solicitation or any resulting contract will be retained by TWC for the period specified in the Records Retention Schedule created under Texas Government Code, Chapter 441. The information will not be returned to the Vendor who submitted it during the retention period time.
 - 2.4.4. In accordance with Texas Government Code § 2252.907, Vendor is required to make any public information created or exchanged with the State pursuant to any contract with TWC, and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to TWC.
- 2.5. **Award of Contract:**
 - 2.5.1. Responding to a solicitation is an offer to contract with the State based upon the terms, conditions, and specifications contained in the solicitation. Submitted responses do not become contracts unless and until they are accepted, and an award is made by TWC Procurement and Hub-Services and a PO or a fully executed contract is issued to the Vendor.
 - 2.5.2. TWC reserves the right to negotiate price and terms with any and all Vendors, to accept or reject all or any part of a Vendor's response, waive minor technicalities, to request Best and Final Offers from all or any Vendors, and make an award that represents Best Value to the agency or the State.
 - 2.5.3. Subsequent to award, TWC may, at its sole option, request the Vendor to negotiate contract amendments or renewals as is determined to be in the best interest of the agency or the State.
 - 2.5.4. TWC reserves the right to use a third party to negotiate price related to any Information Technology solicitation or contract.
 - 2.5.5. TWC reserves the right to make an award on the basis of low line item bid, low total of line items, or in any other combination that will serve the best interest of the State and to reject any and all bid items in the sole discretion of the State.
- 2.6. **Vendor Assignments:** No assignment is permitted by the Vendor without prior written consent of TWC. Any written request for assignment must be accompanied by written acceptance of the assignment by the assignee. Except where otherwise agreed in writing by TWC, assignment will not release Vendor from its obligations pursuant to the contract. TWC will comply with the provisions of Texas Government Code §2262.056, when applicable, by providing notice to the Legislative Budget Board of a proposed assignment prior to approval of the assignment.
- 2.7. **TWC Assignments:** TWC may sub-lease or assign equipment and related services provided via the contract to other entities which contract with TWC to provide agency support or services.
- 2.8. **INDEMNIFICATION:**

2.8.1. **ACTS OR OMISSIONS:** VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF THE VENDOR OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2.8.2. **INFRINGEMENTS:** VENDOR SHALL INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL THIRD-PARTY CLAIMS INVOLVING INFRINGEMENT OF UNITED STATES PATENTS, COPYRIGHTS, TRADE AND SERVICE MARKS, AND ANY OTHER INTELLECTUAL OR INTANGIBLE PROPERTY RIGHTS IN CONNECTION WITH THE PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL.

2.8.2.1. VENDOR SHALL HAVE NO LIABILITY UNDER THIS SECTION IF THE ALLEGED INFRINGEMENT IS CAUSED IN WHOLE OR IN PART BY: (1) USE OF THE PRODUCT OR SERVICE BY TWC FOR A PURPOSE OR IN A MANNER FOR WHICH THE PRODUCT OR SERVICE WAS NOT DESIGNED, (2) ANY MODIFICATION MADE BY TWC TO THE PRODUCT WITHOUT VENDOR'S WRITTEN APPROVAL, (3) ANY MODIFICATIONS MADE TO THE PRODUCT BY THE VENDOR PURSUANT TO TWC'S SPECIFIC INSTRUCTIONS, (4) ANY INTELLECTUAL PROPERTY RIGHT OWNED BY OR LICENSED TO TWC, OR (5) ANY USE OF THE PRODUCT OR SERVICE BY TWC THAT IS NOT IN CONFORMITY WITH THE TERMS OF ANY APPLICABLE LICENSE AGREEMENT.

2.8.2.2. IF VENDOR BECOMES AWARE OF AN ACTUAL OR POTENTIAL CLAIM, OR TWC PROVIDES VENDOR WITH NOTICE OF AN ACTUAL OR POTENTIAL CLAIM, VENDOR MAY (OR IN THE CASE OF AN INJUNCTION AGAINST TWC, SHALL), AT VENDOR'S SOLE OPTION AND EXPENSE; (1) PROCURE FOR TWC THE RIGHT TO CONTINUE TO USE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE, OR (2) MODIFY OR REPLACE THE AFFECTED PORTION OF THE PRODUCT OR SERVICE WITH FUNCTIONALITY EQUIVALENT OR SUPERIOR PRODUCT OR SERVICE SO THAT TWC'S USE IS NON-INFRINGEMENT.

2.8.3. **TAXES/WORKERS' COMPENSATION/UNEMPLOYMENT INSURANCE – INCLUDING INDEMNITY:**

2.8.3.1. VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. TWC SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

2.8.3.2. VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS TWC, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. THE DEFENSE SHALL BE COORDINATED BY VENDOR WITH THE OFFICE OF THE ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND VENDOR MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE ATTORNEY GENERAL. VENDOR AND TWC AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

2.9. **Vendor Performance:** In accordance with Texas Government Code §§2155.074, 2155.075, 2156.007, 2157.003 and

2157.125, Vendor performance may be used as a factor in the award.

- 2.10. **Force Majeure:** TWC may grant relief from performance of an awarded contract or PO, or extend a performance period, if the Vendor is prevented from compliance and performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault of the Vendor. If the Vendor requests the relief, the burden of proof for the need of such relief shall rest upon the Vendor, who must file a written request for such release or extension. If TWC grants such relief due to circumstances known by the agency, the agency must document such reasons in the contract file.
- 2.11. **Dispute Resolution Procedures:**
- 2.11.1. **Procurement Disputes:** In accordance with Texas Government Code, §2155.076, TWC has adopted rules for resolving vendor protests relating to the solicitation, evaluation or award of a contract for goods and/or services. See 20 Tex. Admin. Code, Chapter 800, subchapter H. Such protests must be made via certified mail and received in the Director of Business Operations' office within ten (10) business days from the date the protestant knew or should have known of the occurrence of the action that is protested, but not later than ten (10) business days of the date of the announcement of the award. The protest must be in writing and contain: (1) the identifying name and number of the Solicitation being protested; (2) identification of the specific statute or regulation that the Protester alleges has been violated; (3) a specific description of each act or omission alleged to have violated the statutory or regulatory provision identified above in (2) above; (4) a precise statement of the relevant facts including: (A) sufficient documentation to establish that the protest has been timely filed; and (B) a description of the resulting adverse impact to the Protester; (5) a statement of the argument and authorities that the Protester offers in support of the protest; (6) an explanation of the action the Protester is requesting from the Agency; and (7) a statement confirming that copies of the protest have been mailed or delivered to any other Interested Party known to the Protester. (8) The protest must be signed by an authorized representative for the Protester and the signature notarized. TWC will make available to the protestor all requested documents not exempted from disclosure under Texas and federal law.
- TWC will provide copies of these documents upon payment of the fees adopted by TWC for record duplication. The Director will issue the final written decision to the protestor. TWC may move forward with a Solicitation or contract award without delay, in spite of a timely filed protest, to protect the best interests of the Agency or the state.
- 2.11.2. **Contract Disputes:** Disputes arising under this Contract shall be resolved in accordance with the dispute resolution process provided in Chapter 2260 of the Texas Government Code.
- 2.12. **Debt to the State:** Vendor agrees that any payments due under this contract will be applied towards any debt including, but not limited to, delinquent taxes and child support that is owed to the State of Texas.
- 2.13. **Hold-Over Contract Extension:** In the event contract renewal negotiations are not completed prior to the contract expiration date, both parties agree that services shall be provided by the Vendor and accepted by TWC, subject to all original terms and conditions of the contract, for a period not to exceed ninety (90) days following the original contract expiration date. During the hold over extension period, service costs shall be provided at the pro-rated rates, as applicable, in effect immediately prior to expiration of the original contract period and all other terms and conditions shall remain in effect. TWC may terminate such hold over extension period by providing written notice of cancellation not less than ten (10) business days prior to the cancellation date.
- 2.14. **Records Retention:** Vendor shall maintain and retain all records relating to the performance of the contract including supporting fiscal documents relevant to showing that any payments under this Contract were expended in accordance with the laws and regulations of the State of Texas, including but not limited to, requirements of the Comptroller of the State of Texas and the State Auditor. Vendor shall maintain all such documents and other records relating to this Contract and the State's property for a period of seven (7) years after the contract expiration date or until all audit, claim, and litigation matters are resolved, whichever is later. If Vendor chooses not to preserve contracting information for the retention period required by this section, Vendor agrees to provide at no cost to TWC all contracting information related to the Contract that is in the custody or possession of Vendor or any of its subcontractors.
- 2.15. **Agency's Right to Audit:** Vendor shall make available at reasonable times and upon reasonable notice, and for reasonable periods, all documents and other information related to this Contract, including but not limited to work papers, reports, books, records, and supporting documents. Vendor and the subcontractors shall provide the State Auditor with any information that the State Auditor deems relevant to any investigation or audit. Vendor must retain all work and other supporting documents pertaining to this Contract, for the purposes of inspecting, monitoring, auditing, or evaluating by TWC and any authorized agency of the State of Texas, including an investigation of audit by the State Auditor.

- 2.16. **State Auditor:** Vendor shall cooperate with any authorized agents of the State of Texas and shall provide them with prompt access to all of such State's work as requested. Vendor's failure to comply with this Section shall constitute a material breach of Contract and shall authorize TWC and the State of Texas to immediately assess appropriate damages for such failure. Pursuant to Texas Government Code §2262.154, the acceptance of funds by Vendor or any other entity or person directly under this Contract, or indirectly through a subcontract under this Contract shall constitute acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Vendor acknowledges and understands that the acceptance of funds under this Contract shall constitute consent to an audit by the State Auditor, Comptroller or other agency of the State of Texas. Vendor shall ensure that this paragraph concerning the State's authority to audit funds received indirectly by subcontractors through Vendor and the requirement to cooperate is included in any subcontract it awards. Furthermore, under the director of the legislative audit committee, an entity that is subject of an audit or investigation by the State Auditor must provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit.
- 2.17. **Limitation on TWC's Liability:** TWC will not be liable for any incidental, indirect, special, exemplary, or consequential damages under contract, Tort, (including negligence), or other legal theory. TWC's liability to Vendor under the contract will not exceed the total charges to be paid by TWC to Vendor under the contract or the amount to be paid by TWC to Vendor for the portion of the work giving rise to such liability, whichever amount is least. TWC agrees that the liability of Vendor and its present, future, and former partners, principals and employees for any claim, shall not exceed the fees it receives for the portion of the work giving rise to such liability. This limitation shall not apply to the extent that it is finally determined to be the result of the Vendors party's willful misconduct or fraud. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by TWC, Vendor, or others.
- 2.18. **State Ownership:** The Parties agree that TWC will own all right, title and interest in and to the work products including deliverables, source and object code and documentation developed by the Vendor in connection with the contract.
- 2.18.1. All work products including deliverables, source and object code and documentation, in whole or in part, will be deemed works made for hire of TWC for purposes of copyright law and copyright will belong solely to TWC.
- 2.18.2. To the extent that any such work product or deliverable does not qualify as a work made for hire under applicable law, and to the extent that the deliverable or work product includes materials subject to copyright, patent, trade secret, or other proprietary right protection, Vendor agrees to assign, and hereby assigns, all right, title, and interest in and to the work products and deliverables, including without limitation all copyrights, inventions, patents, trade secrets, and other proprietary rights therein (including renewals thereof) to TWC.
- 2.18.3. Vendor will assist TWC or its nominees (including but not limited to the State of Texas) to obtain copyrights, trademarks, or patents for all such work products or deliverables in the United States and any other countries. Vendor agrees to execute all papers and to give all facts known to it necessary to secure United States or foreign country copyrights and patents, and to transfer to TWC all the right, title, and interest in and to such work products or deliverables. Vendor agrees to not assert any moral rights under applicable copyright law with regard to such work products and deliverables.
- 2.18.4. Vendor agrees to reproduce and include TWC's copyright and other proprietary notices and product identifications provided by Vendor on such copies, in whole or in part, or on any form of the work products or deliverables.
- 2.19. **License:** In accordance with 2 C.F.R. §200.315, all appropriate State and Federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate or otherwise use, and to authorize others to use for State or Federal purposes all materials, deliverables and work products, including software and modifications thereof, and associated documentation designed, developed, or installed with Federal Financial Participation under the contract, including but not limited to those materials covered by copyright, all source and object code, instructions, files, and documentation composing the system.
- 2.20. **Reserved.**
- 2.21. **Governing Law and Venue:** The contract shall be executed in and governed, construed and interpreted under the laws of the state of Texas, without regard to the conflicts of law provisions. Vendor agrees that proper venue for a claim arising under the contract shall be brought in a court of competent jurisdiction in Travis County, Texas.
- 2.22. **Survival:** Expiration or termination of the contract for any reason does not release Vendor from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

- 2.23. **Severability:** If any provision of the contract is construed to be illegal or invalid, such provision shall be deemed stricken and deleted to the same extent and effect as if never incorporated into the contract, but all other provisions shall remain in full force and effect.
- 2.24. TWC and the Vendor must adhere to the directions in the President's Executive Order (EO) 13224, Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism. This Executive Order prohibits any transaction or dealing by United States persons, including but not limited to the making or receiving of any contribution of funds, goods, or services to or for the benefit of those persons listed in the General Services Administration's Excluded Parties List System (EPLS) which may be viewed on the System for Award Management (SAM) site at <http://www.Sam.gov>
- 2.25. **No Waiver:** Nothing in this contract shall be construed as a waiver of the TWC's or the State's sovereign immunity. This contract shall not constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to the TWC or the State of Texas. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to TWC or the State of Texas under this contract or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. TWC does not waive any privileges, rights, defenses, or immunities available to TWC by entering into this contract or by its conduct prior to or subsequent to entering into this contract.
- 2.26. **Redacted Electronic Copy:** Texas Government Code §322.020 and as per the following requirements, no later than two (2) business days after Vendor's receipt of notice from TWC, the Vendor must deliver to TWC two (2) electronic copies of its complete proposal. Vendor shall deliver these electronic copies to TWC via overnight delivery in compliance with all of the following requirements:
- 2.26.1. Two (2) compact discs (CDs), each containing a copy of Vendor's response to solicitation, in searchable Portable Document Format (PDF) format, which has excised, blacked out, or otherwise redacted information from its solicitation response that Vendor reasonably considers to be confidential and exempt from public disclosure under the Texas Public Information Act, Chapter 552 of the Texas Government Code (this should be a de minimis portion, if any, of Vendor's solicitation response, such as social security numbers). Each CD shall also contain an Appendix for Vendor's solicitation response which provides a cross reference for the location of all information redacted by Vendor and a general description of the redacted information. These two (2) identical CDs should be entitled "For Public Release: Redacted Version of [Name of Vendor]'s Proposal and Exhibits. Texas Workforce Commission's RFP/RFO/IFB solicitation No. _."
 - 2.26.2. Per Texas Government Code § 322.020, the Texas Legislative Budget Board (LBB) has now implemented a major contracts database.
 - 2.26.3. TWC shall upload to the LBB's contracts database the text of the complete contract (with limited redaction and appendix) no later than thirty (30) days after date of contract award. By submitting a response to this solicitation, Vendors acknowledge that they understand and accept this requirement. See the LBB website at <http://www.lbb.state.tx.us/>.
- 2.27. **American Recovery and Reinvestment Act (ARRA or the Recovery Act)**
- 2.27.1. Buy American Requirements for Construction Material prohibits the use of funds appropriated for the Recovery Act for any project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.
 - 2.27.2. Whistleblower Protection: Pursuant to Section 1553 of the American Recovery and Reinvestment Act, Vendors shall promptly refer to the U.S. Department of Labor, Office of Inspector General any credible evidence that a principal, employee, agent, contractor, sub-recipient, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving ARRA funds.
- 2.28. **Background Check:** Vendors must submit criminal background checks on all key personnel assigned to the services related to this solicitation, as authorized by Texas law, and at Vendor expense. Key personnel are defined as personnel whose oversight and guidance is essential to the subject services. TWC may provide any finalist for a contract position a Contractor Criminal History Report Investigation Request form P33c which contractor must complete and submit back to TWC as required on the form. To obtain a facility access badge, contractor must provide TWC with either a completed form P-33c or a recent criminal background check within fifteen (15) days of contract award. TWC will not issue a Purchase Order until the criminal background check has been completed and passed.
- 2.29. To the extent that Vendor's staff are provided access to and workspace within TWC buildings, Vendor's staff will abide by

TWC policies and procedures expressed in Chapter 1 of the Texas Workforce Commission Personnel Manual in existence and as amended from time to time

- 2.30. **Privacy:** Vendor who has access to sensitive personally identifiable information ("Sensitive PII"), including anyone who views contracts, collects, uses, maintains, stores or destroys Sensitive PII of TWC employees, job seekers, employers, customers or partners (including any employees of the State of Texas), must safeguard that information.
 - 2.30.1. Sensitive PII is anything that alone or in combination with available information can identify an individual, which if lost, compromised, or disclosed without authorization, could result in substantial harm, embarrassment, inconvenience or unfairness to an individual.
 - 2.30.2. Awarded Vendor must have a Non-Disclosure Agreement (NDA) on file with TWC prior to handling Sensitive PII.
 - 2.30.3. In order to safeguard Sensitive PII, Awarded Vendor must:
 - 2.30.3.1. Collect Sensitive PII only as authorized.
 - 2.30.3.2. Limit the use of Sensitive PII.
 - 2.30.3.3. Minimize the proliferation of Sensitive PII.
 - 2.30.3.4. Secure Sensitive PII both physically and in electronic form.
 - 2.30.3.5. Report suspected privacy incidents within twenty-four (24) hours to the TWC Contract Manager or, email the TWC Information Security Office at CISO@twc.texas.gov.
 - 2.30.3.6. Not transmit or store Sensitive PII in a server or storage device that is located in a foreign country.
 - 2.30.3.7. Awarded Vendor will not transmit Sensitive PII via email or store on CDs, DVDs, thumb drives and the like without prior review and encryption protocol approved by TWC.
 - 2.30.3.8. Failure to follow these requirements will constitute a breach of contract.
- 2.31. **Change in Law:** Any alterations, additions, or deletions to the terms of this Contract which are required by changes in federal or state law or regulations are automatically incorporated into this Contract without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- 2.32. **Davis-Bacon Act:** Vendors on all prime construction contracts in excess of \$2,000 must comply with the Davis-Bacon Act (40 U.S.C. §§3141-3144) as supplemented by the Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction.")
- 2.33. **Anti-Kickback:** Vendor will comply with the Copeland "Anti-Kickback" Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- 2.34. **Contract Work Hours and Safety Standards Act** (40 U.S.C. §§3701-3708). For all contracts in excess of \$100,000 that involve the employment of mechanics and laborers, Vendor shall comply with 40 U.S.C. §§3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).
- 2.35. **Environmental Protection:** Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the mandates of the Clean Air Act (42 U.S.C. §7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.).
- 2.36. **Contracting Information Responsibilities:** If this contract has a stated value equal to or in excess of \$1 million or results in the expenditure of an amount equal to or in excess of \$1 million in public funds, in accordance with Texas Government Code §552.372, Vendor agrees to (1) preserve all contracting information related to the contract as provided by the records retention requirement applicable to TWC for the duration of the Contract, (2) promptly provide to TWC any contracting information related to the contract that is in the custody or possession of the Vendor on request of TWC, and (3) on termination or expiration of the contract, either provide at no cost to TWC all contracting information related to the contract that is in the custody or possession of the Vendor or preserve the contracting information related to the contract as provided by the records retention requirements applicable to TWC. Except as provided by Texas Government Code §552.374(c), the requirements of Subchapter J, Chapter 552, Texas Government Code, may apply to the contract and Vendor agrees that the contract may be terminated if the Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.
- 2.37. **Disaster Recovery Plan:** In accordance with 13 TAC § 6.94(a)(9), Vendor shall provide to TWC the description of its business continuity and disaster recovery plans.

- 2.38. **Media Releases:** Vendor shall not use TWC's name, logo, or other likeness in any press release, marketing material, or other announcement without TWC's or the relevant state agency's prior written approval. TWC does not endorse any vendor, commodity, or service. Vendor is not authorized to make or participate in any media releases or public announcements pertaining to this procurement, the solicitation response or the services to which they relate without the prior written consent of the relevant state agency, and then only in accordance with explicit written instruction from the relevant state agency. Vendors must obtain written approval from the TWC Contract Manager not more than fifteen (15) business days and not less than five (5) business days prior to any media release related to this Contract.
- 2.39. **Specific Conditions for Disclosing Federal Funding in Public Announcements:** The parties agree that all statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, the parties shall clearly state:
- 2.39.1. the percentage of the total costs of the program or project which will be financed with Federal money;
 - 2.39.2. the dollar amount of Federal funds for the project or program; and,
 - 2.39.3. the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- 2.40. **Prohibition of Text Messaging and E-mailing While Driving During Official Federal Grant Business:** The parties and their employees and representatives are prohibited from text messaging while driving a government owned vehicle, or while driving their own privately-owned vehicle during official contract business, or from using government supplied electronic equipment to text message or email when driving. The parties must comply with these conditions under Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009.
- 2.41. **All work performed and Services provided under this Contract shall be performed in the United States.**

3. REQUIRED CERTIFICATIONS

By responding to this solicitation and accepting the award of a contract or purchase order, Vendor certifies to the following:

- 3.1. Vendor represents and warrants that all statements and information prepared and submitted in this Proposal are current, complete, true and accurate. Submitting a Proposal with a false statement or material misrepresentations made during the performance of a contract is a material breach of contract and may void the submitted Proposal and any resulting contract.
- 3.2. **All Terms and Conditions Met:** that all terms and conditions listed in the solicitation will be met.
- 3.3. By submitting the Proposal, Vendor represents and warrants that the individual submitting this document and the documents made part of this Proposal is authorized to sign such documents on behalf of the Vendor and to bind the Vendor under any contract that may result from the submission of this Proposal.
- 3.4. **U.S. Department of Homeland Security's E-Verify System:** By entering into this Contract, the Contractor certifies and ensures that it utilizes and will continue to utilize, for the term of this Contract, the U.S. Department of Homeland Security's E-Verify system to determine eligibility of:
 - 3.4.1. All persons employed to perform duties within Texas, during the term of the Contract; and
 - 3.4.2. All persons (including subcontractors) assigned by the Respondent to perform work pursuant to the Contract, within the United States of America.
 - 3.4.3. The Contractor shall provide, upon request of TWC, an electronic or hardcopy screenshot of the confirmation or tentative non-confirmation screen containing the E-Verify case verification number for attachment to the Form I-9 for the three (3) most recent hires that match the criteria above, by the Contractor, and Contractor's subcontractors, as proof that this provision is being followed.
 - 3.4.4. **If this certification is falsely made, the Contract may be immediately terminated, at the discretion of TWC and at no fault to TWC, with no prior notification. The Contractor shall also be responsible for the costs of any re-solicitation that TWC must undertake to replace the terminated Contract.**
- 3.5. **Inducements/Dealings with Public Servants:** Pursuant to Section 2155.003 of the Texas Government Code, the Vendor affirms it has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted solicitation response.
- 3.6. **Lobbying:** that the Vendor will not and has not used any federally appropriated funds to pay any person or organization for influencing or attempting to influence any officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant,

or any other award covered by 31 U.S.C. §1352. Vendor certifies that it shall disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award by completing and submitting Standard Form LLL. Further, Vendor certifies that no funds provided under the contract will be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with State or local legislators.

- 3.7. **Not Ineligible:** that neither the Vendor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participating in this contract by any state or federal agency.
- 3.8. **Non-Discrimination:** The Vendor agrees that no person will, on the ground of race, color, religion, sex, national origin, age, disability, political affiliation, or religious belief, be excluded from the participation in, be denied the benefits or, be subjected to discrimination under, or be denied employment in the administration of, or in connection with, any program or activity funded in whole or in part with funds available under this Contract. The Vendor certifies compliance with the Rehabilitation Act of 1998 § 508, 29 U.S.C. §794d, relating to the use of electronic and information technology for individuals with disabilities; the Housing and Urban Development Act §3, 12 USC §1701u, relating to economic opportunities for low and very low-income persons; Titles VI and VII of the Civil Rights Act of 1964 (42 U.S.C. §2000e); Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794); Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal contract Compliance Programs, Equal Employment Opportunity Department of Labor."; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101); and all amendments to each.
- 3.9. **Drug-Free Workplace:** The Vendor agrees to provide a drug-free workplace in compliance with the Drug- Free Workplace Act of 1988 (41 U.S.C. §81, Title V, Subtitle D).
- 3.10. **Franchise Tax:** The Vendor is not currently delinquent in the payment of any franchise tax owed to the State of Texas, pursuant to Chapter 171, Texas Tax Code.
- 3.11. **Child Support:** The Vendor is not ineligible to receive the specified grant, loan, or payment under Texas Family Code §231.006 (relating to child support) and acknowledges that the contract may be terminated, and payment may be withheld if certification is inaccurate. Pursuant to Texas Family Code §231.006(c), Vendor must provide the name and Social Security Number (SSN) of each person with at least 25% ownership of the business. This information must be provided prior to contract award.
- 3.12. **Certain Bids and Contracts Prohibited:** Under Texas Government Code §2155.004, Vendor certifies that the individual or business entity named in the solicitation response is not ineligible to receive the specified contract and acknowledges that the contract may be terminated and/or payment withheld if this certification is inaccurate.
- 3.13. **Fair Business Practices:** The Vendor has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The Vendor further affirms that no officer of the Vendor has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.
- 3.14. **Antitrust Affirmation:** Affirms under penalty of perjury of the laws of the State of Texas that (1) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;(2) in connection with this Response and any resulting contract, neither I nor any representative of the Vendor have violated any federal antitrust law; and (3) neither I nor any representative of the Vendor have directly or indirectly communicated any of the contents of this Response to a competitor of the Vendor or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Vendor.
- 3.15. **No Compensation:** The Vendor has not received compensation for participation in the preparation of the solicitation. This section does not prohibit a Vendor or contract participant from providing free technical assistance.
- 3.16. **Conflict of Interest:** Vendor has disclosed any existing or potential conflict of interest relative to the performance of the contract. Failure to do so will be grounds for contract termination.
- 3.17. **Prohibition on Certain Bids and Contracts related to Disasters and Hurricanes Katrina and Rita:** Under Texas Government Code §2155.006 and §2261.053, the Vendor certifies that the individual or business entity named in response to this solicitation is not ineligible to receive the specified contract and acknowledges that any contract resulting from this solicitation may be terminated and payment withheld if this certification is inaccurate.
- 3.18. **Independent Contractor:** Vendor or Vendor's employees, representatives, agents and any subcontractors shall serve as an independent contractor in providing the services under any contract resulting from this solicitation. Vendor and Vendor's

employees, representatives, agents and any subcontractors shall not be employees of TWC or the State of Texas. Should Vendor subcontract any of the services required in this solicitation, Vendor expressly understands and acknowledges that in entering into such subcontract(s), TWC or the State of Texas are in no manner liable to any subcontractor(s) of Vendor. In no event shall this provision relieve Vendor of the responsibility for ensuring that the services rendered under all subcontracts are rendered in compliance with this solicitation and any resulting contract.

- 3.19. **Workers' Compensation Insurance:** Vendor must maintain Workers' Compensation insurance coverage in accordance with statutory limits.

Workers Compensation: Statutory Limits

Employers Liability: Each Accident \$1,000,000

Disease – Each Employee \$1,000,000

Disease – Policy Limit \$1,000,000

Commercial General Liability:

Occurrence based:

Bodily Injury and Property Damage

Each occurrence limit: \$1,000,000

Aggregate limit: \$2,000,000

Medical Expense each person: \$5,000

Personal Injury and Advertising Liability: \$1,000,000

Products/Completed Operations Aggregate Limit: \$2,000,000

Damage to Premises Rented to You: \$50,000

NOTE: The required coverage is to be with companies licensed in the state of Texas with an "A" rating from A.M. Best, and authorized to provide the corresponding coverage.

- 3.20. **Felony Criminal Convictions:** Vendor represents and warrants that Vendor has not and Vendor's employees have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Vendor has fully advised TWC as to the facts and circumstances surrounding the conviction.
- 3.21. **Restricted Employment for Former State Officers or Employees Under Texas Government Code §572.069:** Vendor certifies that it has not employed and will not employ a former TWC or state officer or employee who participated in a procurement or contract negotiations for TWC or the State of Texas involving Vendor within two (2) years after the state officer or employee left state agency employment or service. This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.
- 3.22. Vendor certifies that both of the following statements are true and correct, and that the Vendor understands that making a false statement is a material breach of the contract and is grounds for termination of contract award:
- 3.22.1. Vendor is current in Unemployment Insurance taxes, Payday and Child Labor law monetary obligations, and Proprietary School fees and assessments payable to the State of Texas, to the extent applicable.
- 3.22.2. Vendor has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas.
- 3.23. **Entities that Boycott Israel:** In contracts worth \$100,000 or more in value, if Vendor is a Company as defined by Texas Government Code §808.001 with 10 or more full-time employees, and Vendor is not a sole proprietorship, Vendor represents and warrants that, pursuant to Texas Government Code § 2271.002, Vendor does not boycott Israel and will not boycott Israel during the term of any contract executed with TWC.
- 3.24. **Prohibition on Contracts with Companies Boycotting Certain Energy Companies, Texas Government Code Chapter 2274:** In contracts worth \$100,000 or more in value, if Vendor is a Company with 10 or more full-time employees, Vendor verifies that it does not boycott energy companies as defined in Texas Government Code, Section 2274.001(1) and will not boycott energy companies during the term of this contract.
- 3.25. **Prohibition on Contracts with Companies that Discriminate Against Firearm and Ammunition Industries, Texas Government Code, Chapter 2274:** In contracts worth \$100,000 or more in value, if Vendor is a company with 10 or more full-time employees, Vendor verifies, that it does not have a practice, policy, guidance or directive that discriminates against a firearm entity or firearm trade association and Vendor will not discriminate against a firearm entity or firearm trade association during the term of this contract.
- 3.26. **Prohibition on Contracts or Other Agreements with Certain Foreign-Owned Companies in Connection with Critical**

Infrastructure in this State, Texas Government Code, Chapter 2274: If this contract involves Vendor accessing critical infrastructure as defined in Texas Government Code, Section 2274.0101, Vendor certifies that Vendor is not:

- (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by: (a) individuals who are citizens of China, Iran, North Korea, Russia or a designated country as defined in Section 2274.0101(4); or (b) a company or other entity, including a governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia or other designated country as defined in Section 2274.0101(4); or
- (2) headquartered in China, Iran, North Korea, Russia or other designated country as defined in Section 2274.0101(4).
- (3) This provision applies regardless of whether the Vendor's or its parent company's securities are publicly traded, or the Vendor or its parent company is listed on a public stock exchange as a Chinese, Iranian, North Korean, or Russian company or a company of a designated country.

3.27. **Foreign Terrorist Organizations:** Vendor represents and warrants that it is not engaged in business with Iran, Sudan or a foreign terrorist organization, as prohibited by Texas Government Code §2252.152.

3.28. **COVID-19 Vaccine Passport Prohibition:** Under Section 161.0085 of the Texas Health and Safety Code, Vendor certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Vendor's business. Vendor acknowledges that such a vaccine or recovery requirement would make Vendor ineligible for a state-funded contract.

3.29. **Executive:** Vendor certifies it is in compliance with Texas Government Code §669.003, relating to contracting with the executive head of a State agency. If applicable, Vendor will complete the following for TWC evaluation:

Former Executive Name: _____

State Agency Name: _____

Date Separated from Agency: _____

Position with Vendor: _____

Date employed with Vendor: _____

3.30. **Buy Texas:** Vendor agrees to comply with Texas Government Code §2155.4441, pertaining to purchasing products and materials produced in the State of Texas.

3.31. **Texas Bidder Affirmation:** Vendor certifies that if a Texas address is shown as the address of the Vendor on this solicitation response, Vendor qualifies as a Texas Bidder as defined in Texas Government Code § 2155.444(c).

3.32. **Human Trafficking:** Under Texas Government Code §2155.0061, Vendor certifies that the individual or business entity named in this bid or contract is not ineligible to receive the specified contract and acknowledges that this contract may be terminated, and payment withheld if this certification is inaccurate. Further, Vendor acknowledges that TWC may not award a contract to person convicted of on any offense related to the direct support of promotion of human trafficking during the five-year period preceding the date of award and that if TWC determines that Vendor is ineligible to have accepted the Contract, TWC may immediately terminate the contract without further obligation to Vendor.

3.33. **Trafficking in Persons:** The parties acknowledge the requirements of 2 C.F.R. §175, including the U.S. Department of Education's modifications to these requirements, and agree to comply with the requirements regarding trafficking in persons.

3.34. **Disclosure of Prior State Employment:** In accordance with Section 2254.033 of the Texas Government Code, relating to consulting services, Vendor certifies that it does not employ an individual who has been employed by TWC or another agency at any time during the two (2) years preceding submission of the solicitation response or, in the alternative, Vendor has disclosed in its solicitation response the following: (a) the nature of the previous employment with TWC or the other agency; (b) the date employment was terminated; and (c) the annual rate of compensation for the employment at the time of termination.

3.35. **Former Agency Employees:** In accordance with Texas Government Code § 2252.901, Vendor represents and warrants that none of its employees, including but not limited to those authorized to provide services under the contract were former employees of TWC or another state agency during the twelve (12) month period immediately prior to the date of execution of the contract.

3.36. Vendor represents and warrants that if selected for award of a contract as a result of this solicitation, Respondent will submit to Agency a Certificate of Interested Parties, prior to contract execution as required by Texas Government Code

§2252.908.

- 3.37. **Cybersecurity Training:** Vendor represents and warrants that it will comply with the requirement of Texas Government Code §2054.5192 relating to cybersecurity training and required verification of completion of the training program. Specifically, if Vendor or any Vendor employee of subcontractor employee has access to a state computer system or database, Vendor shall ensure that Vendor, or any Vendor employee or subcontractor employee completes a cybersecurity training program certified under Texas Government Code §2054.519 as selected by TWC. The cybersecurity training program must be completed by Vendor during the term of the contract and during any renewal period. Vendor shall verify completion of the cybersecurity training to the TWC point of contact.
- 3.38. **Computer Equipment Recycling Program:** Vendor hereby certifies its compliance with the Manufacturer Responsibility and Consumer Convenience Computer Equipment Collection and Recovery Act located in Subchapter Y, Chapter 361, Texas Health and Safety Code and the Texas Commission on Environmental Quality rules, 30 TAC, Chapter 328. Failure of a Vendor to provide this certification shall render the Vendor ineligible to participate in the bidding process. TWC shall reject the related bid and not evaluate it.
- 3.39. **Television Equipment Recycling Program:** Vendor certifies its compliance with Subchapter Z, Chapter 361 of the Texas Health and Safety Code, related to the Television Equipment Recycling Program.

4. SPECIFICATIONS

- 4.1. Any catalog, brand name or manufacturer's reference used in the solicitation is descriptive only (not restrictive), and is used to indicate type and quality desired. Submitted responses containing other brands that are functionally equivalent will be considered unless TWC has advertised the solicitation as proprietary under Texas Government Code §2155.067. If Vendor takes an exception to the solicitation's specifications and Vendor's response contains equivalent product, Vendor is required to include additional information such as manufacturer, brand or trade name, illustrations, and specifications for the equivalent product as part of their response to the solicitation. If Vendor takes no exception to the specifications, the Vendor must furnish the item(s) as specified in the solicitation.
- 4.2. Manufacturer's standard warranty shall apply unless otherwise stated in the solicitation. Written warranty is to be provided with product, and is to include the point-of-contact name, phone number, and all information needed to initiate a warranty service call.
- 4.3. **No Substitutions:** Vendor will not make any substitution to the specifications of any solicitation or PO, unless the substitution is (1) proposed to TWC in writing by the Vendor, and (2) supported by the expressed written prior approval of TWC.
- 4.4. **Replacement Parts Available:** The Vendor, in connection with an agreement with the manufacturer of the equipment, warrants that new or reconditioned replacement parts will be available until five (5) calendar years after the date of the award of the contract. All replacement parts must meet or exceed original manufacturer's specifications and be compatible with existing equipment.
- 4.5. All electrical items must meet all applicable standards and regulations, and bear the appropriate listing from Underwriters Laboratory (UL), Factory Mutual Resource Corporation (FMRC), or National Electrical Manufacturers Association (NEMA).
- 4.6. Vendor guarantees product offered will meet or exceed specifications; that the product is new, in current production, including the manufacturer's standard equipment and accessories; and is qualified for full maintenance coverage, service and support at, or below, the manufacturer's standard maintenance rates.
- 4.7. **Projects Using Iron or Steel Products:** Pursuant to Texas Government Code §2252.202, iron or steel products produced through a manufacturing process and used in the project must be produced in the United States.

5. DELIVERY

- 5.1. Vendor is to show the number of days required to place material in the receiving location under normal conditions. Failure to state delivery time obligates Vendor to complete delivery within fourteen (14) days. Unrealistically short or long delivery promises may cause Vendor's response to be disregarded. Consistent failure to meet delivery promises will be grounds for termination of the contract.
- 5.2. If delay is foreseen, Vendor shall give written notice to TWC who reserves the right to extend delivery date if reasons appear valid. Vendor must keep TWC advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications authorizes TWC to purchase the ordered products elsewhere and charge full increase, if any, in cost and handling to defaulting Vendor. Any damages incurred by TWC as a result of the default may also be assessed to the defaulting Vendor.

- 5.3. Delivery shall be made on State business days between 8:00 am and 5:00 pm, unless prior approval has been obtained from TWC.

6. VALIDATION, INSPECTION & TESTS

- 6.1. Vendor agrees to provide TWC with information necessary to validate any statements made in the Vendor's solicitation response, if requested by TWC. This may include, but is not limited to, allowing access for on-site observation, granting permission for TWC to verify information with third parties, allowing inspection of Vendor's records, and allowing inspection of plans for compliance.
- 6.2. All goods will be subject to inspection and test by TWC to the extent practicable at all times and places. Tests may be performed on samples called for, or on samples taken from regular shipment. In the event products tested fail to meet or exceed all conditions and requirements of the specification, the cost of the sample used, and the cost of the testing shall be borne by the supplier. Goods that have been delivered and rejected in whole, or in part may, at TWC's option, be returned to the Vendor or held for disposition at Vendor's risk and expense. Latent defects may result in revocation of acceptance.

7. INVOICING INSTRUCTIONS

- 7.1. Invoices must be submitted to TWC according to the instructions on the PO to the named individual and the address indicated on the PO. Invoice must show TWC as the receiving agency.
- 7.2. Submit invoice in duplicate. Upon request, one copy will be returned when making payment.
- 7.3. Invoices must include the name and address of Vendor, which must be identical to the information stated on the PO.
- 7.4. The TWC PO number and date of the PO must be shown on all invoice copies.
- 7.5. Invoice must have description of each item. Item numbers must be shown to correspond with the item numbers on the PO.
- 7.6. Quantity and date delivered, unit of measure specified, and total price of each item must be shown, all prices extended on the invoice, with all extensions on the invoice totaled, and the grand total shown.
- 7.7. Discounts, if applicable, must be stated, extended, and deducted to arrive at a Net Total for the invoice.
- 7.8. Trade-in values must be stated on the invoice.

8. PAYMENT

- 8.1. Payment shall be made in accordance with Chapter 2251 of the Texas Government Code, commonly known as the Texas Prompt Payment Act. Chapter 2251 governs remittance of payment and remedies for late payment and non-payment.
- 8.2. TWC will incur no penalty for late payment if payment is made within thirty (30) days of acceptance of goods or services, or within thirty (30) days of receipt of an uncontested invoice submitted according to the instructions on the PO, whichever comes last.
- 8.3. In no event shall use of the product by TWC, for any purpose during any phase of the acceptance testing, constitute acceptance of any product by TWC.
- 8.4. Prior to any payment being made, the goods or services being invoiced must have been received and accepted by TWC.
- 8.5. The vendor must be notified of an error or disputed amount in an invoice submitted for payment not later than the 21st day after receipt of the invoice. Notification to the vendor must include the following: (1) Detailed statement of the amount of the invoice, which is disputed, (2) TWC may withhold payments no more than 110 percent of the disputed amount.

9. PATENT, TRADEMARK, COPYRIGHT AND OTHER INFRINGEMENT CLAIMS

- 9.1. Vendor shall indemnify, save and hold harmless the State of Texas from and against claims of patent, trademark, copyright trade secret or other proprietary rights, violations or infringements arising from the State's or Vendor's use of acquisition of any services or other items provided to the State of Texas by Vendor or otherwise to which the State of Texas has access as a result of Vendor's performance under this Contract, provided that the State shall notify Vendor of any such claim within a reasonable time of the State's receiving notice of any such claim. If Vendor is notified of any claim subject to this section, Vendor shall notify TWC of such claim within five (5) business days of such notice. No settlement of any such claim shall be made by Vendor without TWC prior written approval. Vendor shall reimburse the State of Texas for any claims, damages, losses, costs, expenses, judgments or any other amounts, including but not limited to, attorney's fees and court costs, arising from such claim. Vendor shall pay all reasonable costs of the State's counsel and shall also pay costs of multiple counsel, if required to avoid conflicts of interest.

- 9.2. Should the goods, or use of the goods, become the subject of a claim of infringement of a United States patent, trademark, copyright, trade secret or other proprietary rights, TWC may require the Vendor to procure for TWC the right to continue using the goods, to replace or modify the same to remove the infringement, or to accept return of the goods.
- 9.3. Vendor represents that it has determined what licenses, patents and permits are required under this Contract and has acquired all such licenses, patents and permits.
- 9.4. Vendor agrees that for the exclusive use by TWC or the State of Texas for State business, TWC and the State of Texas are free to reproduce without royalty, all manuals, publications, maintenance programs, diagnostics and documentation pertaining to any product developed as a result of the contract.

10. TERMINATION PROVISIONS

- 10.1. TWC reserves the right to immediately terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty for breach of contract by the Vendor. TWC reserves the right to terminate any PO or contract resulting from or connected to this solicitation, in whole or in part, without recourse or penalty upon TWC within thirty (30) calendar days advance written notice, if TWC determines that such termination is in the best interest of the state, including but not limited to the following reasons.
 - 10.1.1. Failure to obtain or sustain funding from either Federal or State funding sources.
 - 10.1.2. Amendment or judicial interpretation of State or Federal laws or regulations that render fulfillment of the contract substantially unreasonable, impossible, or unnecessary.
- 10.2. In the event of such termination, Vendor must, unless otherwise mutually agreed upon in writing, cease all work immediately upon the effective date of termination. TWC and the State of Texas shall be liable for payments limited only to the portion of work TWC expressly authorized in writing and which Vendor has completed, delivered to TWC, and which has been accepted by TWC in writing. All such work shall have been completed, in accordance with contract requirements, prior to the effective date of termination. TWC and the State of Texas shall have no other liability, including no liability for any costs associated with the termination.
- 10.3. TWC expressly reserves any and all legal remedies to which it may be entitled to collect related to any and all damages directly or indirectly resulting from breach of contract, by the Vendor or any of its agents, representatives, subcontractors, employees, or any other party acting on behalf of the Vendor.
- 10.4. TWC shall retain ownership of all work products including deliverables, source and object code, and documentation in whatever form that they exist. In addition to any other provision, the Vendor shall transfer title and deliver to the TWC any partially completed work products, deliverables, source and object code, or documentation that the Vendor has produced or acquired in the performance of the contract.

11. INFORMATION TECHNOLOGY (IT) PURCHASES

- 11.1. During the term of the contract, the Vendor must notify TWC whenever an engineering change is made that may affect TWC's use of the product. It will be the sole option of TWC to accept the change.
- 11.2. Vendor represents that the product and all its elements, including, but not limited to, documentation and source code, meet the standards issued by the American National Standards Institute.
- 11.3. Vendor agrees that TWC owns the source code to any jointly-developed application(s) resulting from the contract.
- 11.4. As required by 1 TAC, Chapter 213:
 - 11.4.1. Effective September 1, 2006, state agencies shall procure products which comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 TAC, Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation.
 - 11.4.2. Vendor shall provide TWC with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act of 1973, as amended (29 USC § 794d)), or indicate that the product/services accessibility information is available from the General Services Administration "Buy Accessible Wizard" (<http://www.buyaccessible.gov>). Vendors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide TWC with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at <http://www.section508.gov/>.

- 11.4.3. TWC will use either VPAT or the Buy Accessible Wizard to assess the degree of accessibility of a proposed product when making the procurement decision.
- 11.5. Vendor shall follow Web Content and Accessibility Guidelines. (WCAG 2.0) as applicable for new websites, applications or redesigns.
- 11.6. Vendor agrees that all products and/or services equipped with hard disk drives (i.e., computers, telephones, printers, fax machines, scanners, multifunction devices, etc.) shall have the capability to securely erase data written to the hard drive prior to final disposition of such products and/or services, either at the end of the Customer's Managed Services product's useful life or the end of the related Customer Managed Services Agreement for such products and/or services, in accordance with 1 TAC, Chapter 202.
- 11.7. In accordance with Texas Government Code, Section 2054.138, and to the extent that the Vendor is authorized to access, transmit, use, or store data for the agency, Vendor agrees to meet the security controls put in place by the Agency to protect Agency data. The Vendor agrees to provide the Agency evidence that the Vendor meets the security controls required by the contract annually or more often as requested by the Agency.

12. ADDITIONAL COMPTROLLER RECOMMENDED TERMS

- 12.1. **Abortion Provider and Affiliate Transactions Prohibited:** Respondent represents and warrants that the contract is not a taxpayer resource transaction prohibited by Section 2273.003 of the Texas Government Code and that payments made by Agency to Respondent and Respondent's receipt of appropriated funds under the contract are not prohibited by Article IX, Section 6.25 of the General Appropriations Act.
- 12.2. **Binding Effect:** The contract shall inure to the benefit of, be binding upon, and be enforceable against, each Party and their respective permitted successors, assigns, transferees and delegates.
- 12.3. **Federal Occupational Safety and Health Law:** Respondent represents and warrants that all articles and services shall meet or exceed the safety standards established and promulgated under the Federal Occupational Safety and Health Act of 1970, as amended (29 U.S.C. Chapter 15).
- 12.4. **Immigration:** Respondent represents and warrants that it shall comply with the requirements of the Immigration and Nationality Act (8 U.S.C. § 1101 et seq.) and all subsequent immigration laws and amendments.
- 12.5. **Legal and Regulatory Actions:** Respondent represents and warrants that it is not aware of and has received no notice of any court or governmental agency actions, proceedings or investigations, etc., pending or threatened against Respondent or any of the individuals or entities included in the Response within the five (5) calendar years immediately preceding the submission of the Response that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. If Respondent is unable to make the preceding representation and warranty, then Respondent instead represents and warrants that it has included as a detailed attachment in its Response a complete disclosure of any such court or governmental agency actions, proceedings or investigations, etc. that would or could impair Respondent's performance under the contract, relate to the solicited or similar goods or services, or otherwise be relevant to Agency's consideration of the Response. In addition, Respondent represents and warrants that it shall notify Agency in writing within five (5) business days of any changes to the representations or warranties in this clause and understands that failure to so timely update Agency shall constitute breach of contract and may result in immediate termination of the contract.
- 12.6. **License:** Respondent hereby grants to Agency a non-exclusive, perpetual, irrevocable, worldwide, transferable, fully paid, royalty-free, right and license: (a) to reproduce, modify, distribute, store, publicly perform, publicly display, create derivative works of, and otherwise exploit the deliverables, in each case without any restrictions and without accounting to Respondent; and (b) to sublicense any or all such rights to third parties.
- 12.7. **Limitation on Authority:** Respondent shall have no authority to act for or on behalf of Agency or the State of Texas except as expressly provided for in the contract; no other authority, power or use is granted or implied. Respondent may not incur any debt, obligation, expense or liability of any kind on behalf of Agency or the State of Texas.
- 12.8. **No Third Party Beneficiaries:** The contract is made solely and specifically among and for the benefit of the parties named herein and their respective successors and assigns, and no other person shall have any right, interest, or claims hereunder or be entitled to any benefits pursuant to or on account of the contract as a third-party beneficiary or otherwise.
- 12.9. **Use of State Property:** Respondent is prohibited from using State Property for any purpose other than performing Services authorized under the contract. State Property includes, but is not limited to, Agency's office space, identification badges, Agency information technology equipment and networks (e.g., laptops, portable printers, cell phones, iPads, external hard drives, data storage devices, any Agency-issued software, and the Agency Virtual Private Network (VPN client)), and any

other resources of Agency. Respondent shall not remove State Property from the continental United States. In addition, Respondent may not use any computing device to access Agency's network or e-mail while outside of the continental United States. Respondent shall not perform any maintenance services on State Property unless the contract expressly authorizes such services. During the time that State Property is in the possession of Respondent, Respondent shall be responsible for (i) all repair and replacement charges incurred by Agency that are associated with loss of State Property or damage beyond normal wear and tear and (ii) all charges attributable to Respondent's use of State Property that exceeds the contract scope. Respondent shall fully reimburse such charges to Agency within ten (10) calendar days of Respondent's receipt of Agency's notice of amount due. Use of State Property for a purpose not authorized by contract shall constitute breach of contract and may result in termination of the contract and the pursuit of other remedies available to Agency under contract, at law, or in equity.

TWC Independent Verification and Validation Services - Procurement Number 3202200017

Attachment 11: References

Failure to provide the following information at the time and date this RFO closes will result in the disqualification of your firm's offer from consideration for an award resulting from this procurement.

Provide the following Offeror reference information:

Did Offeror's company contract with TWC within the last five (5) years? Yes X or No

REFERENCE 1.

69 W. Washington, Suite 2700	Chicago	IL	60602
Street address of the organization to which the service was provided	City	State	Zip Code
<u>Derrick Thomas</u>	<u>312-603-3120</u>		
Name of Point of Contact	Telephone Number		
<u>Cook County Bureau of Technology</u>	<u>derrick.thomas@cookcountyil.gov</u>		
Name of the organization to which service was provided	Email Address		
<u>08/2017 – 10/2022</u>	<u>\$5,051,594.96</u>		
Start and End Dates of the engagement	Cost of the engagement		

Short description of the work, including whether the outcome was successful: _____
 The Integrated Property Tax and Mass Appraisal System (IPTS) project is a collaboration between the offices of three independently elected Cook County officials – Assessor, Clerk, and Treasurer – and the County's Bureau of Technology. In our capacity as the Independent Verification and Validation (IV&V) services provider, Grant Thornton is responsible for reviewing the overall health of the project, identifying issues and risks that adversely impact project performance, developing recommendations to help the County and its vendor partners better achieve the stated objectives of this initiative, and working with the parties on the implementation of improvement strategies. Grant Thornton advises the County-vendor team on strategy, participates in project team working sessions, reviews and provides feedback on deliverables, and provides insight and guidance to project executive leadership and management.

Outcome: Our work ultimately yielded more open and honest discussion of team performance, the root cause of sub-standard execution (including IV&V findings) and a more concerted effort and attention to delivering the work in a significantly better fashion. We identified the need for the project to significantly upscale the project management function. In addition to oversight, Grant Thornton also provided critical guidance to the project on adjusting their implementation and OCM approach. We assisted the County and Tyler PMOs in transforming their weekly team lead meetings to improve the value of these sessions, including the nature of the information reported to provide better visibility of the true status of different tasks, to drive accountability for performance rather than having their deadlines extended – as had been past practice.

REFERENCE 2.

801 W. Jefferson Ave	Phoenix	Arizona	85006
Street address of the organization to which the service was provided	City	State	Zip Code
<u>Dan Lippert, Chief Information Officer</u>	<u>602-417-4277</u>		
Name of Point of Contact	Telephone Number		
<u>Arizona Health Care Cost Containment System (AHCCCS)</u>	<u>daniel.lippert@azahcccs.gov</u>		
Name of the organization to which service was provided	Email Address		

TWC Independent Verification and Validation Services - Procurement Number 3202200017

April 2018 – June 2021

\$1.6M

Start and End Dates of the engagement

Cost of the engagement

Short description of the work, including whether the outcome was successful:

Grant Thornton provided IV&V services for the replacement of the provider management module of the Medicaid management information system (PM-MMIS). Using our holistic IV&V framework, we thoroughly assessed all project aspects and took a proactive approach to raising and suggesting mitigation strategies for risks and issues. We were able to identify and suggest practical solutions for working with the PM-MMIS vendor that contributed to the overall successful implementation of the project.

Outcome: Over 115,000 existing providers were successfully converted to the new system. Ongoing, to date over 29,000 new providers have been able to use the new, on-line system to eliminate paper applications.

REFERENCE 3.101 E 15th Street

Austin

TX

78778

Street address of the organization to which the service was provided

City

State

Zip Code

Edward (Ed) Serna, Executive Director

512-305-9636

Name of Point of Contact

Telephone Number

Texas Workforce Commission (TWC)

edward.serna@twc.texas.gov

Name of the organization to which service was provided

Email Address

May 31, 2018 – May 30, 2022

\$5,287,417.29 (Funded Task Orders to date)

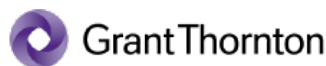
Start and End Dates of the engagement

Cost of the engagement

Short description of the work, including whether the outcome was successful:

Over the years, TWC accumulated several programs that use outdated mainframe systems and therefore, initiated several large system replacement projects. TWC sought out an Independent Verification & Validation (IV&V) vendor in order to ensure each project was successful and arrived under budget. Under this contract, TWC has awarded Grant Thornton to perform IV&V services over three system replacement projects and an internal agency Data Governance project. Grant Thornton applied PMBOK and IEEE best practices and proactively engaged with the project's activities to provide recommendations to improve each project's operations as they progressed through the procurement phase or software development lifecycle.

Outcome: For the WorkInTexas Replacement Project, Grant Thornton oversaw the project to perform a successful implementation while noting areas for improvement for future projects. Areas for Improvement were carried forward to TWC's next two Major Implementation Replacement Projects (MIRP) for Unemployment Insurance System Replacement (UISR) Project and Workforce Case Management System (WF CMS) which are currently in progress. For UISR and WF CMS, Grant Thornton has identified improvements over project documentation for interface development, risk management activities, and provided comments on the vendor's deliverables and plans.



Texas Workforce Commission (TWC)

IV&V Services

Prepared for:

Texas Workforce Commission
ATTN: Paul Hesser, CTCD
101 East 15th Street
Austin, TX 78701

In response to RFP# 3202200017
Dated January 25, 2022
Amendment 1, March 8, 2022

Prepared by:



111 Congress Ave
Suite 2500
Austin, TX 78701
www.grantthornton.com

Point of Contact:

Doug Doerr, Managing Principal

T 512.658.4826.

F 703.891.1112

Doug.Doerr@us.gt.com

On January 1, 2020, Grant Thornton LLP ("Grant Thornton LLP" or "Parent"), a federal and state and local government contractor since 2001, reorganized its Public Sector service line into a wholly-owned subsidiary named Grant Thornton Public Sector LLC. All of the assets and personnel associated with Grant Thornton LLP's government practice (except for its government financial audit and attest practice that will remain with the Parent) have been transferred to the new subsidiary, Grant Thornton Public Sector LLC.

Grant Thornton LLP and Grant Thornton Public Sector LLC have entered into a Services Agreement, which provides for the two entities to provide assistance to each other on government contract opportunities and engagements. Grant Thornton LLP and Grant Thornton Public Sector LLC are each other's primary teaming partners, as especially demonstrated throughout this proposal (in addition to other specified subcontractors, collectively "Team Grant Thornton").

This proposal or quotation includes data that shall not be disclosed outside the Government and shall not be duplicated, used or disclosed – in whole or in part – for any purpose other than to evaluate this proposal or quotation. If, however, a delivery order is awarded to this offeror or quoter as a result of – or in connection with – the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction is contained in sheets marked "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."



Transmittal Letter

Grant Thornton LLP
111 Congress Ave
Suite 2500
Austin, TX 78701
www.GrantThornton.com

March 18, 2022

Texas Workforce Commission
ATTN: Paul Hesser, CTCD
101 East 15th Street
Austin, TX 78701
vendorproposals@twc.texas.gov

Subject: Request for Proposal (RFP) Texas Workforce Commission, Independent Verification and Validation (IV&V) Services, Solicitation No. 3202200017

Dear Mr. Hesser:

Thank you for inviting us to demonstrate how we can continue to provide IV&V for the Texas Workforce Commission (TWC). Our solicitation response addresses the requirements in full and complies with TWC's requirements. Our Pricing Cost Sheet is submitted separately as attachment 4.

Over the years we have supported the TWC in its success in multiple system implementation projects – the WorkInTexas Replacement (WITR), the Unemployment Insurance System Replacement (UISR), and the Workforce Case Management System (WF CMS) projects. Grant Thornton appreciates the opportunity to continue to positively impact TWC's success as you pursue several system implementation projects and as you establish a strong Data Governance program.

Demonstrated through our previous engagements, we approach each system implementation project by bringing together an experienced team with a **balance of IV&V skills and program knowledge**. We are partnered with Texas-certified Historically Underutilized Business, Sheila Cooper, to bring on experts for Child Care, Vocational Rehabilitation, and Workforce programs. Our **approach is tailored to align with your needs** while **respecting your budget and desired investment**. We operate in a manner that **serves you and your mission long-term**. We have articulated these points within this response.

What differentiates Grant Thornton is **our commitment to you**. We have been working with the TWC in our IV&V capacity for years and it has been a successful journey. My first experience working with the agency was over 25 years ago on the tax system replacement project and have also worked on projects to implement the current legacy UI benefits system, a UI Interactive Voice System, and an online UI initial claims and continued claims self-service systems. These experiences make my work both personal and professional and I look forward to continuing to work with the agency in the future. We are thrilled to have the opportunity to continue serving you.

Thank you again for inviting us to demonstrate how we can support you. I (Doug Doerr) am authorized to contractually bind Grant Thornton in a contract with TWC. If you have any questions or would like to schedule a presentation by our team, please contact me at 1-512-658-4826, Doug.Doerr@us.gt.com, or contact our contract specialist Virginia Dawson 1-512-692-1235, Virginia.Dawson@us.gt.com.

Sincerely,

Doug Doerr

Managing Principal

T +1 512.658.4826 | E Doug.Doerr@us.gt.com

TEXAS WORKFORCE COMMISSION
CONTRACT COVER SHEET, CONTRACT # 3123ITC016

TYPE OF CONTRACT: Deliverables Based Information Technology Services (DBITS) for Independent Verification and Validation (IV&V) Services

TWC STATEMENT OF WORK NUMBER: 3202200017
INITIAL CONTRACT PERIOD: 01/02/2023 – 01/01/2024
INITIAL CONTRACT AMOUNT: Zero-dollar amount until Task Order is requested by TWC.
OPTIONAL RENEWAL PERIOD: Three (3) optional one (1) year extensions

This Contract is entered into by and between the following Parties:

THE COMMISSION:
Texas Workforce Commission
IT Acquisitions, Annex Bldg.
101 E. 15th Street
Austin, Texas 78778

CONTRACTOR:
Guidehouse Inc.
98 San Jacinto, Suite 900
Austin, Texas 78701
Contact Person: Tamara Reynolds, Partner, State and Local Government

Contact Person: Megan McMurtray,
Contract Manager

Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

Contractor agrees to provide services in compliance with all applicable State laws, regulations, and rules, and in accordance with the provisions of this Contract consisting of the following parts, listed in order of precedence, which are hereby incorporated as part of this Contract and constitute promised performances by Contractor:

Contract Cover Sheet, Contract #: 3123ITC016
Joint Amendment Number 1 to DIR Contract Number DIR-CPO-4931 and DIR Contract Number DIR-CPO-4947
Guidehouse and Grant Thornton Public Sector Merger Documents, received October 25, 2022, and November 03, 2022
Negotiated Attachment 5 – Requirements and Minimal Qualifications, dated September 09, 2022
Negotiated Terms and Conditions Attachment 1, dated September 09, 2022
Best and Final Offer, dated June 7, 2022
Vendor's Responses to Additional Questions for Vendors, dated May 17, 2022
Additional Questions for Vendors, dated May 12, 2022
Vendor Offer, dated March 18, 2022
Amended Statement of Work, dated March 8, 2022
Vendor Questions and Answers Document, dated February 29, 2022
Statement of Work 3202200017, dated January 25, 2022
DIR Contract: DIR-CPO-4931

TWC will complete performance reviews in the Vendor Performance Tracking System (VPTS) annually and at key milestones of the contract, in accordance with Texas Government Code §§ 2155.089 and 2262.055.

NOTICE: Contractor is advised not to begin work under this contract until the eleventh (11th) business day following Notice of Award in the Electronic State Business Daily. TWC shall not be liable for payment for any work performed or goods delivered under this contract prior to the eleventh business day following Notice of Award.

Contractor hereby acknowledges that it has read and understands this entire Contract. All oral or written agreements between the parties hereto relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained herein. Contractor agrees to abide by all terms and conditions specified herein and certifies that the information provided to the Commission is true and correct in all respects to the best of its knowledge and belief.

The obligations of the Commission under this Contract are expressly contingent upon the availability of funds for such purposes. This Contract shall not be binding until expressly approved by the Executive Director of the Commission, or the Executive Director's designee.


APPROVED:

TEXAS WORKFORCE COMMISSION

Ed Serna: 
Executive Director

Date Signed: 1/11/2023


Guidehouse, Inc.

Tamara Reynolds: 
Partner, State and Local Government

Date Signed: 1/11/2023

Texas Department of Information Resources

DIR SOW ID 000333

DocuSigned by:

7F04C0B913D547B...

Chief Procurement Officer

2/9/2023 | 3:31 PM CST

AGREEMENT AND PLAN OF MERGER

BY AND AMONG

GUIDEHOUSE INC.,

GRANT THORNTON LLP,

AND

GRANT THORNTON PUBLIC SECTOR LLC

DATED AUGUST 21, 2022

AGREEMENT AND PLAN OF MERGER

This AGREEMENT AND PLAN OF MERGER (this “Agreement”) is dated August 21, 2022 by and among Guidehouse Inc., a Delaware corporation (“Parent”), Grant Thornton LLP, an Illinois limited liability partnership (the “Unitholder”), and Grant Thornton Public Sector LLC, a Delaware limited liability company and a wholly owned subsidiary of the Unitholder (the “Company”). Capitalized terms used herein not otherwise defined herein have the meanings ascribed to them in Section 1.1.

WITNESSETH:

WHEREAS, the Parties desire to enter into this Agreement pursuant to which the Company will merge with and into Parent, with Parent continuing as the surviving entity (the “Merger”);

WHEREAS, effective as of the Closing, the Unitholder and the Parent shall enter into a transition services agreement in substantially the form attached hereto as Exhibit A (the “Transition Services Agreement”), pursuant to which each of the Unitholder and the Parent shall provide certain services to the other Party and/or its respective Affiliates, as set forth therein;

WHEREAS, each of the Unitholder, for itself and as the sole member of the Company, and the board of managers of the Company has adopted and approved this Agreement, the execution by the Unitholder and the Company, as applicable, of this Agreement and the other Transaction Agreements to which the Unitholder and/or the Company, respectively, are party, and the consummation of the Merger and the other Contemplated Transactions in accordance with applicable Law, including the Delaware Limited Liability Company Act (the “LLC Act”), the General Corporation Law of the State of Delaware (the “DGCL”) and the Organizational Documents of the Unitholder and the Company; and

WHEREAS, the board of directors of Parent has adopted and approved this Agreement and approved and consented to the execution by Parent of this Agreement and the other Transaction Agreements to which Parent is party, and the consummation of the Merger and other Contemplated Transactions in accordance with the applicable Law and the Organizational Documents of Parent.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants, representations, warranties and agreements herein contained, the sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

IN WITNESS WHEREOF, each of Parent, the Unitholder and the Company has caused this Agreement and Plan of Merger to be executed by their respective duly authorized officers, all as of the date first above written.

PARENT:

GUIDEHOUSE INC.

By: 

Name: Scott McIntyre

Title: President and Chief Executive Officer

UNITHOLDER:

GRANT THORNTON LLP

By:  7633C2F180AF427...
Name: Seth Siegel
Title: Chief Executive Officer

COMPANY:

**GRANT THORNTON PUBLIC SECTOR
LLC**

By: _____
Name: Carlos Otal
Title: Managing Partner

UNITHOLDER:

GRANT THORNTON LLP

By: _____

Name: Seth Siegel

Title: Chief Executive Officer

COMPANY:

**GRANT THORNTON PUBLIC SECTOR
LLC**

DocuSigned by:

Carlos A. Otal

By: _____
E35A44B0C1E14AC

Name: Carlos Otal

Title: Managing Partner