THIS CONTRACT is made between the State of Texas, acting through the Texas Department of Transportation, (“State”) and Grant Thornton LLP (“Consultant”).

WHEREAS, Government Code, Chapter 2254, Subchapter B, authorizes the STATE to enter into a contract with a Consultant to provide consulting services consisting of studying or advising a STATE agency under a contract that does not involve the traditional relationship of employer and employee; and

WHEREAS, Government Code, Chapter 2254, Subchapter B, establishes notification, fact-finding, and reporting requirements for a major consulting services contract, which is defined as a contract for which it is reasonably foreseeable that the value of the contract will exceed $15,000; and,

WHEREAS, State desires to engage a consultant to provide analysis, planning, and program sustainability services to assist the Texas Department of Transportation (TxDOT) with its Enterprise Information Management (EIM) program; and

WHEREAS, the State published a public notice in the Texas Register dated February 16, 2018 advertising its intent to solicit proposals for the purpose of hiring a private consultant;

NOW, THEREFORE, in consideration of the promises, mutual covenants and agreements of the parties to be performed as hereinafter set forth, the State and Consultant do mutually agree as follows.

I. STATEMENT OF SERVICES TO BE PERFORMED: Consultant will undertake and carry out services described in Attachment A, Scope of Services according to the work schedule described in Attachment B in accordance with Attachment D, General Provisions, utilizing the key personnel identified in Attachment E, Key Personnel.

II. CONTRACT PAYMENT: The total amount of this contract shall not exceed $3,322,964. See Attachment C, Budget, payments shall be billed upon completion of deliverables to the attention of FIN_Invoices@txdot.gov with a copy to IT_VendorManagement@txdot.gov.

III. TERM OF CONTRACT: Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party. This contract begins when fully executed by both parties and terminates on August 31, 2019.

IV. CONFLICT OF INTEREST: The undersigned represents that its firm has no conflict of interest that would in any way interfere with its or its employees’ performance of services for the department or which in any way conflicts with the interests of the department. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department’s interests. The firm further certifies that this agreement is not barred because of a conflict of interest pursuant to Texas Government Code, Section 2261.252, between it and the State. Specifically, the firm certifies that none of the following individuals, nor any of their family members within the second degree of affinity or consanguinity, owns 1% or more interest, or has a financial interest as defined under Texas Government Code Sec. 2261.252(b), in Consultant: any member of the Texas Transportation Commission, TxDOT’s Executive Director, General Counsel, Chief of Procurement and Field Support Operations, Director of Procurement, or Director of Contract Services. The firm shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the department’s interests.

V. CERTIFICATION OF STATUS: Consultant certifies that it is not:

1. a person required to register as a lobbyist under Chapter 305, Government Code;
2. a public relations firm; or
3. a government consultant.

VI. AUDIT: The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

VII. NOTICES: All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grant Thornton LLP</td>
<td>Texas Department of Transportation</td>
</tr>
<tr>
<td>111 Congress Ave., Suite 2500</td>
<td>125 E. 11st Street</td>
</tr>
<tr>
<td>Austin, TX 78701</td>
<td>Austin, Texas 78701</td>
</tr>
<tr>
<td>Attn: Virginia Dawson</td>
<td></td>
</tr>
</tbody>
</table>

All notices shall be deemed given on the date so delivered, unless otherwise provided in this agreement. Either party may change the above address by sending written notice of the change to the other party.

VIII. INCORPORATION OF PROVISIONS: The Attachments A through F and Attachment H are made part of this Agreement. The parties shall comply with the provisions of Attachments A through F and Attachment H as if they were set forth in full within the body of this Agreement.

IX. SIGNATORY WARRANTY: The signatories to this contract warrant that each has the authority to enter into this contract on behalf of the party represented.

THE STATE OF TEXAS
TENAS DEPARTMENT OF TRANSPORTATION

BY
AUTHORIZED SIGNATURE
DATE

James M. Bass, Executive Director
TYPED OR PRINTED NAME AND TITLE

CONSULTANT
GRANT THORNTON LLP

BY
AUTHORIZED SIGNATURE
DATE

Doug Doerr, Principal
TYPED OR PRINTED NAME AND TITLE
I. GENERAL. Consultant will assist TxDOT’s Information Management Division (IMD) with strategic planning, roadmap development, and organizational change management in support of the Enterprise Information Management (EIM) program.

II. DEFINITION OF TERMS AND ACRONYMS.
A. Administration – TxDOT’s executive management team
B. DD – TxDOT divisions and districts
C. EIM – Enterprise Information Management
D. ESBD – Electronic State Business Daily
E. HUB – Historically Underutilized Business
F. IMD – Information Management Division
G. IT - Information Technology
H. PM – Project Manager
I. POC – Point of contact
J. Respondent – a firm submitted a proposal in response to this solicitation
K. RFP – Request for Proposal
L. TxDOT – Texas Department of Transportation
M. Consultant – the firm selected from this RFP

III. SCOPE OF WORK. Consultant will perform the work in two separate phases, which are illustrated in Attachment F, Process Flow Diagram:

A. **Phase 1 – Analysis and Requirements Gathering.** The purpose of Phase 1 is provide recommendations for leveraging TxDOT’s existing information management practices and assets in order to organize TxDOT’s Enterprise Information Management program for the next ten years. Phase 1 includes, but is not limited to, performing a thorough analysis of TxDOT’s current EIM environment and recommending options for TxDOT’s future state EIM environment. Consultant shall:

1. Conduct strategic discussions with information management stakeholders to:
   a. Align project goals with other strategic initiatives,
   b. Assess alignment between the various organizational silos,
   c. Identify formal and informal processes that manage information assets, and
   d. Determine the forms that TxDOT’s information assets take, including structured information (e.g., databases) and unstructured information (e.g. hardcopies, documents, slides, images, audio, and video) as well as the formats of any electronically stored information.

2. Determine TxDOT’s information management needs including, but not limited to, capturing, developing, managing, using, storing, sharing, preserving, delivering, and disposing of TxDOT’s organizational information. Consultant shall pay particular attention to requirements related to record retention, security, and posting or sharing data externally to third parties or the public.

3. Based on the information gathered in the strategic discussions and TxDOT’s needs, develop and analyze three potential EIM strategies, identifying the components of each strategy.
   a. The proposed strategies must prioritize potential improvement based on which improvements offer the quickest and largest return on investment.
   b. The strategies proposed must allow TxDOT to:
      i. Identify the optimal capabilities for TxDOT’s EIM environment in the next ten years
         • Address the impact of these capabilities on TxDOT’s goals
• Explain why the capabilities are needed
  ii. Determine the strategic efforts TxDOT should undertake to enable the capabilities
  iii. Identify the components each strategy and interdependencies of the components
  iv. Develop and prioritize individual components and projects based on TxDOT’s needs
  v. Identify and address risks and opportunities associated with each strategy and its related options.

  c. This analysis must provide options and recommendations for mapping and developing TxDOT’s information management initiatives over the next ten years.
  d. The analysis must include a high-level financial benefit-cost analysis for the options proposed.
  e. The options proposed in each strategy must include identification of new applications as well as integrations of existing tools owned by TxDOT.

4. Prepare presentations in Microsoft Powerpoint or other format as directed by TxDOT to support the TxDOT PM in presenting recommendations and information to TxDOT Administration and stakeholders.

B. **Phase 2 – Planning Services.** The purpose of Phase 2 is to assist TxDOT in forming the future state of the EIM program based on the strategy selected by TxDOT at the end of Phase 1 by further defining the strategy and refining options. Phase 2 includes, but is not limited to, development of an Integrated Program Plan for the future state and EIM Roadmaps and Change Management Plans for the individual components of the EIM strategy. The structure of the EIM project is shown in Attachment F, Process Flow Diagram.

1. **Integrated Program Plan.** Consultant shall prepare an integrated program management plan for the EIM strategy TxDOT selects at the conclusion of Phase 1.
   a. This plan must identify the individual components and requirements necessary to implement the strategy, including, but not limited to:
      i. Individual EIM projects that must be completed
      ii. For each project:
         • Resource needs
         • A high-level project schedule.
   iii. Integrated Master Schedule that includes all projects and dependencies
   iv. High-level change management plan for implementation of the EIM strategy that builds awareness and support for EIM throughout TxDOT
   v. A program benefits matrix, mapping projects to customers, capabilities and features
   vi. An EIM program governance model identifying the organization, roles and responsibilities, and processes required to sustain the program
   b. An EIM program performance measurement model to manage program health and progress. This plan must include Risk Identification and Management for the EIM strategy.
      i. Risk Identification. Consultant shall:
         • Identify (1) risks associated with the EIM integration, (2) sources (e.g., internal, external, environmental) of each risk identified, and (3) methods to mitigate each risk
         • Classify each risk as (1) business risks, which are those risks that relate to and impact the existing TxDOT business environment, (2) organizational and change management risks, which are those risks that relate to the impact of the project on the TxDOT organization and the organization of other project stakeholders, or (3) technical risks, which include risks that are in some way based on potential tools or technologies; and
         • Develop a risk tracking mechanism to identify and track each identified risk and includes the following: (1) allocation of the expected impact of the identified risk, as measured in time, cost or reputation, and (2) definition of risk interdependencies and stakeholders.
ii. Risk Analysis and Prioritization. For each risk identified, or each grouping of multiple risks that are similar, Consultant shall assess the probability of occurrence using a standard probability scale and the level of impact using a standard impact assessment matrix in the event that the risk does occur. Consultant shall leverage its past experience with managing risk when assessing the probability and impact.

iii. Risk Planning. Consultant shall prepare a risk response plan addressing each of the high-priority risks identified in risk analysis and prioritization. This activity shall include iterative discussion between Consultant and the TxDOT EIM Program Manager, TxDOT Project Sponsor, and various stakeholders as appropriate. The risk response plan developed must identify an owner (i.e., individual from State, TxDOT or Consultant staff) of the risk.

iv. Risk Control and Monitoring. Consultant shall:
   - Monitor the execution of the risk response plan during the project lifecycle to reduce the probability of a risk occurring or to mitigate its impact should it occur;
   - Monitor the progress in handling all risks that have occurred; and
   - Continue to identify and assess new risks that may emerge throughout the project.

c. Consultant shall submit a final, updated version of Integrated Program Plan prior to contract closeout.

2. EIM Projects

a. Business Case. For each project identified in the Integrated Program Plan, Consultant shall identify:
   i. Why this option was recommended and how will it benefit TxDOT
   ii. Based on number and type of TxDOT resources, when it can realistically be accomplished
   iii. Capabilities enabled through the project and the impact on user experience
   iv. Impacts to internal and external stakeholders and users
   v. Relationship of the project to the overall enterprise architecture

b. Change Management. For each project identified in the Integrated Program Plan, Consultant shall develop a plan to successfully transition from TxDOT’s current to the future state.
   i. Each plan shall include:
      - Interdependent management,
      - Identifying and determining a strategy for managing change in each area,
      - Escalating and communicating issues to stakeholders,
      - Ensuring continuing leadership alignment and mobilization, and
      - Soliciting and tracking feedback of change effectiveness
   ii. In addition, Consultant shall:
      - Plan and conduct workshops to address organizational changes identified in the change management plan.
      - Update and monitor the internal change management plan based on the project’s progress and changes in the organization during implementation of the project.
      - Provide regular updates to the TxDOT EIM Program Manager on change management issues, tracking and recommended actions, if applicable.
      - Determine the best strategy to address each identified situation and establish an action plan to implement the change.
      - Prepare an action and implementation plan for each agreed upon change strategy.

3. Consultant shall work with TxDOT to determine standards for judging the success of the project.

4. Consultant shall prepare presentations in Microsoft Powerpoint or other format as directed by TxDOT to
support the TxDOT PM in presenting plans, project artifacts, and information to TxDOT Administration and stakeholders.

5. Consultant shall update project artifacts as directed by TxDOT prior to final deliverable submission.

IV. VENDOR DELIVERABLES.

A. All deliverables shall meet the following criteria:

1. All written deliverables shall be phrased in terms and language that can be easily understood by non-technical personnel (e.g., laypersons without subject matter expertise).

2. All document deliverables shall be in formats (hard copy and electronic) specified by TxDOT. At a minimum, the formats shall be in industry-accepted standards (e.g., MS Word, MS PowerPoint, and MS Project).

3. All deliverables shall have acceptance criteria established by TxDOT and a time period for testing or acceptance.

4. Each deliverable is to be delivered on or before its due date. Any changes to the delivery date must have prior approval (in writing) by TxDOT. If the deliverable cannot be provided within the scheduled time frame, Consultant shall contact the TxDOT POC in writing with a reason for the delay and the proposed revised schedule. The request for a revised schedule shall include the impact on related tasks and the overall project.

5. For the Phase 1 Deliverables, TxDOT will complete a review of each submitted deliverable within 5 business days from the date of receipt; any deliverable that has not been accepted or rejected within 5 business days after receipt of the deliverable by TxDOT shall be deemed accepted. For the Phase 2 Deliverables, TxDOT will complete a review of each submitted deliverable within 15 business days from the date of receipt; any deliverable that has not been accepted or rejected within 15 business days after receipt of the deliverable by TxDOT shall be deemed accepted.

6. Written acceptance or rejection of a deliverable shall be accompanied by a statement of known defects in the deliverable. If a deliverable is rejected, Consultant shall correct and resubmit it within 5 business days.

7. Written acceptance or rejection of a deliverable shall be effective when it is posted in the mail, faxed, or sent electronically to Consultant.

8. After every deliverable has been accepted or deemed accepted by TxDOT, Consultant may submit its invoice for that deliverable. TxDOT shall pay the invoice within the limits established by state law.

B. Consultant shall submit the following deliverables for each phase of the project:

1. **Phase 1 – Analysis and Requirements Gathering.** Consultant shall perform or provide:
   a. Deliverable framework showing the proposed format and content of each deliverable identified in Attachment C. Final format and content must be approved by TxDOT.
   b. A report outlining the results of Consultant’s strategic discussions with information management stakeholders.
   c. A gap analysis and report on TxDOT’s information management needs.
   d. A detailed analysis on three optional EIM strategies, which includes:
      i. Recommended options prioritized based on the quickest and largest return on investment;
      ii. Financial benefit-cost analysis for each recommendation; and
      iii. Options for integration with existing assets as well as new assets, tools, and applications.

2. **Phase 2 – Planning Services.**
   a. **Integrated Program Plan.** Consultant shall prepare an integrated program plan for the selected EIM strategy that identifies the projects required to realize the program benefits, the type and quantity of resources required for each project, a realistic timeline for completing each projects, the dependencies among projects, an organizational change management plan to progress the program to its future state, a program governance model and performance measurement model to sustain the program.
b. **EIM Roadmap.** Consultant shall submit a detailed EIM roadmap and work plan showing all tasks and dependencies for related groups of projects. The PM shall monitor and update the roadmaps and work plans, revising as appropriate, with approval from TxDOT, throughout the term of the agreement. The plans shall be accessible via Microsoft Project 2010 or compatible product approved by TxDOT. Each plan shall include, but not be limited to, the following:
   i. An Implementation Schedule.
   ii. A logical sequence of tasks and deliverables included in each project period.
   iii. A clear definition of each task and deliverable.
   iv. Staff requirements for each task and deliverable.
   v. A specific target completion date for each task and deliverable.
   vi. Task and deliverable relationships and dependencies.
   vii. Use Cases
   viii. Use of a Gated approach.

c. **Project Artifacts.** For each EIM project, Consultant shall submit complete set of project artifacts using TxDOT approved templates, including the following documents:
   i. Project One-Pager, an initiation document.
   ii. Project Economics, a business case.
   iii. Project Charter.
   iv. Project Requirements.
   v. Project ARB Deck, an architecture review board document.
   vi. Project Executive Summary.

V. **PROJECT MANAGEMENT.** Project management requirements include, but are not limited to, the following:

A. **PROJECT OVERVIEW:**
   1. Background: Description of the approach, business objectives, and critical success factors;
   2. Assumptions: Any underlying assumptions about the scope of work, or the working relationship with TxDOT and other stakeholders;
   3. Scope: Understanding of the scope of the project, including what is considered in and out of scope;
   4. Timeline: A timeline of the proposed approach for each component, listing the task and deliverables that shall produce the reports as required by TxDOT.

B. **PROJECT MANAGEMENT APPROACH**
   1. **Project Methodology:** Prior to beginning work on the EIM project, Consultant shall provide a plan including written project controls, standards, and procedures for all project tasks for each component. These documents will be reviewed and approved by the designated TxDOT representative. This requirement includes, but is not limited to:
      a. Processes for managing project documentation;
      b. Requirements management;
      c. Business Process Reviews;
      d. Change control;
      e. Timekeeping procedures;
      f. Submission and approval of deliverables; and
      g. Meeting procedures.
   2. **Project Organization:** Consultant shall define the roles and responsibilities of all of its identified key personnel.
3. **Communication Planning:**
   a. Consultant’s communication plan shall facilitate organizational communication and identify strategies for effective communication throughout the term of the contract.
   
b. Consultant shall administer the work by establishing and maintaining communication with all groups related to the project. The activities of Consultant project team shall be directed, coordinated, and communicated to ensure that the project progresses as outlined in the approved project work plan and is completed on schedule.
   
c. Meetings shall be scheduled as required by TxDOT and Consultant. Consultant’s Project Manager and personnel shall be available to provide informational or special reports, as required by TxDOT. Meetings may be held at a TxDOT facility in Austin, Texas or via teleconference, as directed by TxDOT

4. **Quality Control and Assurance:**
   a. Deliverable Quality Control Process. Consultant shall specifically incorporate steps into its project approach and project work plan that are focused on ensuring quality is integrated into each deliverable. This shall include an oversight review of deliverable expectation documents at the beginning of each month.
   
b. Quality Assurance Review Process. Consultant shall incorporate one or more structured quality assurance reviews into their project work plan.
   
c. Quality Assurance Plan. Consultant shall perform all work in accordance with its quality assurance plan. The plan must, at a minimum, include:
      i. Strategies and processes to promote quality.
      ii. Procedures to periodically measure and report quality performance to TxDOT throughout the term of the contract.
      iii. How often Consultant conducts internal audits and engages external audit firms to conduct audits of its operations.
      iv. Controls to be used within the project to assure quality and consistency throughout the term of the contract.

5. **Status Reporting.** Consultant shall submit:
   a. Weekly Project Status Reports by noon each Friday to ensure measurable progress has been achieved and standard practices are being adhered to. The report format shall be agreed upon between Consultant and the designated TxDOT representative. The report shall include but not be limited to, the following items:
      i. Project title and contract number;
      ii. Description of the progress of each task and percentage completed;
      iii. Meetings attended, purpose, dates, attendees, description and outcomes and decisions;
      iv. Major risks or issues and anticipated solutions;
      v. Work planned for the following week; and
      vi. Updated project schedule.
   
b. Monthly Project Status Reports: Consultant shall submit a status report by noon on the last business day of each month to summarize measurable progress for the month. The report must be no longer than two (2) pages and written in business terms (i.e. exclude words such as MDM, Hadoop, Python, etc.). The format shall be agreed upon between Consultant and the designated TxDOT representative. The report shall include but not be limited to, the following items:
      i. Project title and contract number;
      ii. Executive summary of accomplishments;
      iii. Executive summary of major issues resolved;
      iv. Description of major risks;
v. Description of key opportunities;
vi. Work planned for the following month.

VI. PROJECT SCHEDULE.

A. Consultant’s high level work schedule is included in Attachment B, Work Schedule.

B. Consultant shall provide a draft detailed project schedule outlining the specific work to be performed at the kickoff meeting. The final project schedule must be approved by TxDOT.

C. The project schedule shall outline a work plan that includes, at a minimum, the following:
   1. An implementation schedule;
   2. A logical sequence of tasks and deliverables in each project period;
   3. A clear definition of each task and deliverable;
   4. Staff requirements for each task deliverable;
   5. A specific target completion date for each task and deliverable;
   6. Task and deliverable relationships and dependencies.

D. Consultant shall use Microsoft Project or a compatible product approved by the State to provide the detailed project schedule and work plan for all project tasks.
The below schedule represents the overall work schedule and commitment dates for final deliverables in Phase 1. Phase 2 deliverables are subject to the decisions made by TxDOT at the end of Phase 1, and due dates will be agreed on by the parties at the beginning of Phase 2.

<table>
<thead>
<tr>
<th>Task Name</th>
<th>Duration</th>
<th>Start</th>
<th>Finish</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enterprise Information Management (EIM) - Strategic Planning Services</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Perform project management</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Conduct project kickoff and initiation</td>
<td>15 days</td>
<td>Mon 7/23/18</td>
<td>Mon 8/6/18</td>
</tr>
<tr>
<td>EIM Phase I - Analysis and Requirements Gathering</td>
<td>113 days</td>
<td>Mon 7/30/18</td>
<td>Mon 11/19/18</td>
</tr>
<tr>
<td>Conduct strategic discussions with EIM stakeholders</td>
<td>71 days</td>
<td>Mon 7/30/18</td>
<td>Mon 10/8/18</td>
</tr>
<tr>
<td><em>Deliverable 1: Report on results of strategic discussions</em></td>
<td>0 days</td>
<td>Mon 9/24/18</td>
<td>Mon 9/24/18</td>
</tr>
<tr>
<td>Determine TxDOT’s information management needs</td>
<td>63 days</td>
<td>Mon 8/20/18</td>
<td>Mon 10/22/18</td>
</tr>
<tr>
<td><strong>Deliverable 2: A gap analysis and report on TxDOT’s information needs</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Develop and analyze three potential EIM strategies</td>
<td>63 days</td>
<td>Mon 9/17/18</td>
<td>Mon 11/19/18</td>
</tr>
<tr>
<td>Prepare presentations</td>
<td>29 days</td>
<td>Mon 10/22/18</td>
<td>Mon 11/19/18</td>
</tr>
<tr>
<td><em>Deliverable 3: EIM strategy analysis for three optional strategies</em></td>
<td>0 days</td>
<td>Mon 11/19/18</td>
<td>Mon 11/19/18</td>
</tr>
<tr>
<td>EIM Phase II - Planning Services</td>
<td>320 days</td>
<td>Mon 11/19/18</td>
<td>Fri 8/30/19</td>
</tr>
<tr>
<td>Jointly develop Phase 2 schedule and deliverable due dates</td>
<td>15 days</td>
<td>Mon 11/19/18</td>
<td>Mon 2/11/19</td>
</tr>
<tr>
<td>Create an Integrated Program Plan</td>
<td>85 days</td>
<td>Mon 11/19/18</td>
<td></td>
</tr>
<tr>
<td><strong>Deliverable 4: Integrated Program Plan – Initial Version</strong></td>
<td>0 days</td>
<td>Mon 2/11/19</td>
<td>Mon 2/11/19</td>
</tr>
<tr>
<td>Develop program benefits matrix</td>
<td>TBD*</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
</tr>
<tr>
<td>Prepare EIM program governance model</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
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<tr>
<td>Design EIM program performance measurement model</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
</tr>
<tr>
<td>Develop risk identification and management plan</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
</tr>
<tr>
<td>Support EIM projects</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
</tr>
<tr>
<td>Prepare presentations</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
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<tr>
<td>Finalize Integrated Program Plan</td>
<td>TBD</td>
<td>Mon 11/19/18</td>
<td>TBD</td>
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<tr>
<td><strong>Deliverable 7: Integrated Program Plan – Final Version</strong></td>
<td>0 days</td>
<td>Fri 8/30/19</td>
<td>Fri 8/30/19</td>
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</table>

*Due dates for the To Be Determined (TBD) steps will be determined during the “Jointly Develop Phase 2 schedule and deliverable due dates” line item of the project schedule. Start dates for these steps indicate the earliest possible start date for these activities.
# Table of Deliverables and Budget

<table>
<thead>
<tr>
<th>No.</th>
<th>Deliverable</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Report on results of strategic discussions</td>
<td>$332,000</td>
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<td>2</td>
<td>A gap analysis and report on TxDOT’s information management needs</td>
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<tr>
<td>3</td>
<td>EIM strategy analysis for three optional strategies</td>
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<td><strong>Phase 1 Subtotal</strong></td>
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<td>4</td>
<td>Integrated Program Plan – Initial Version</td>
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<td>5</td>
<td>EIM Roadmaps</td>
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<td>Total cost per roadmap will be based on the number of projects included in</td>
<td></td>
</tr>
<tr>
<td></td>
<td>the roadmap, using a unit cost per project.¹</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Unit Price</strong></td>
<td><strong>Cost</strong></td>
</tr>
<tr>
<td></td>
<td>$9,166 (per project)</td>
<td>54 projects</td>
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<tr>
<td>6</td>
<td>Project Artifacts</td>
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<td></td>
<td>$25,000 (per set of six)</td>
<td>60 sets of artifacts</td>
</tr>
<tr>
<td>7</td>
<td>Integrated Program Plan – Final Version</td>
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</tr>
<tr>
<td></td>
<td><strong>Phase 2 Subtotal</strong></td>
<td><strong>$2,326,964</strong></td>
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<tr>
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<td><strong>Total</strong></td>
<td><strong>$3,322,964</strong></td>
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</tbody>
</table>

¹ Assume nine total roadmaps with varying number of projects in each.

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**Attachment C**

**Table of Deliverables and Budget**
<table>
<thead>
<tr>
<th>Article</th>
<th>Title</th>
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<tbody>
<tr>
<td>1</td>
<td>Work Schedule</td>
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<td>2</td>
<td>Progress</td>
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<td>3</td>
<td>Unsatisfactory Performance</td>
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<td>4</td>
<td>Amendments</td>
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<td>5</td>
<td>Liquidated Damages</td>
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<td>6</td>
<td>Ownership of Data</td>
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<td>Public Information</td>
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<td>8</td>
<td>Consultant Personnel</td>
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<td>Debt to the State</td>
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<td>10</td>
<td>Subcontracting</td>
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<td>Inspection of Work</td>
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<td>12</td>
<td>Submission of Reports</td>
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<td>13</td>
<td>Violation of Contract Terms</td>
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<td>Termination</td>
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<td>Compliance with Laws</td>
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<td>Indemnification</td>
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<td>Noncollusion</td>
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<td>18</td>
<td>Insurance</td>
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<td>19</td>
<td>Gratuities</td>
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<td>20</td>
<td>Disadvantaged Business Enterprise or Historically Underutilized Business Requirements</td>
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<td>21</td>
<td>Maintenance, Retention and Audit of Records</td>
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<td>Nepotism Disclosure</td>
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<td>23</td>
<td>Lobbying Certification</td>
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<td>Civil Rights Compliance</td>
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<td>Child Support Certification</td>
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<td>Debarment Certification</td>
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<td>Disputes</td>
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<td>Successors and Assigns</td>
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<td>Severability</td>
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<td>Prior Contracts Superseded</td>
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<td>Office of Management and Budget Audit Requirements</td>
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<td>E-Verify Certification</td>
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<td>Restrictions on Employment of Former State Officer or Employee</td>
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<td>34</td>
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<td>35</td>
<td>Consultant Performance</td>
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<td>36</td>
<td>Boycott Israel</td>
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ARTICLE 1. WORK SCHEDULE
Changes to Work Schedule. If at any time during the contract period Consultant determines that the authorized services cannot be completed before the end of the contract period, Consultant shall immediately notify the State. The State at its sole discretion may extend the contract period by written amendment. If the State determines that the contract period will not be extended, Consultant must complete the work within the original contract period.

ARTICLE 2. PROGRESS
A. Progress meetings. Consultant shall from time to time during the progress of the work confer with the State. Consultant shall prepare and present such information as may be pertinent and necessary or as may be requested by the State in order to evaluate features of the work.
B. Conferences. At the request of the State or Consultant, conferences shall be provided at Consultant's office, the office of the State, or at other locations designated by the State. These conferences shall also include evaluation of Consultant's services and work when requested by the State.
C. Inspections. If federal funds are used to reimburse costs incurred under this contract, the work and all reimbursements will be subject to periodic review by the U. S. Department of Transportation.
D. Corrective Action. Should the State determine that the progress of work does not satisfy the milestone schedule, the State shall review the work schedule with Consultant to determine the nature of corrective action needed.

ARTICLE 3. WARRANTY AND UNSATISFACTORY PERFORMANCE
A. Performance Warranty. Consultant warrants that it will perform its services on a reasonable professional efforts basis in accordance with applicable standards. This warranty is in lieu of, and Consultant expressly disclaim, all other warranties, express, implied or otherwise, including without limitation any implied warranties of merchantability or fitness for a particular purpose. Consultant does not warrant computer hardware, software or services provided by other parties.
B. Unsatisfactory Performance. If Consultant submits work that does not comply with the terms of this contract, the State shall instruct Consultant to make such revisions as are necessary to bring the work into compliance with the contract. No additional compensation shall be paid for this work.

ARTICLE 4. AMENDMENTS
A. Need. The terms of this contract may be modified if the State determines that there has been a significant increase or decrease in the duration, scope, cost, complexity or character of the services to be performed. An amendment will be executed to authorize such significant increases or decreases. Significant is defined to mean a cost increase of any amount and a cost decrease of twenty percent (20%) or more of the original estimated project cost.
B. Compensation. Additional compensation, if appropriate, shall be calculated as set forth in the contract. Significant changes affecting the cost or maximum amount payable shall be defined to include but not be limited to new work not previously authorized or previously authorized services that will not be performed.
C. When to Execute. Both parties must execute an amendment within the contract period.
D. Limitation of Liability. The State shall not be responsible for actions by Consultant or any costs incurred by Consultant relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 5. LIQUIDATED DAMAGES
In the event Consultant fails to meet milestones dates for Phase 1 set forth in Attachment B, Work Schedule, TxDOT may, at its sole discretion, require vendor to pay damages in an amount equal to one percent of the price attributed to that milestone per day. TxDOT will forgive liquidated damages assessed for interim deliverables as long as the final, approved deliverable in Phase 1 is submitted by the due date set forth in Attachment B. Delays in meeting milestones caused by reasons outside vendor’s control are not subject to liquidated damages. This provision is not intended as a
penalty but as liquidated damages.

ARTICLE 6. OWNERSHIP OF DATA AND ACQUIRED PROPERTY
A. Work for Hire. All services provided under this contract are considered work for hire and as such all data, basic sketches, charts, calculations, plans, specifications, and other documents created or collected under the terms of this contract are the property of the State.

B. Disposition of Documents. All documents prepared by Consultant and all documents furnished to Consultant by the State shall be delivered to the State upon request by the State. Consultant, at its own expense, may retain copies of such documents or any other data, which it has furnished the State under this contract, but further use of the data is subject to permission by the State.

C. Distribution of Consultant Reports. At the discretion of the State, all reports prepared by Consultant, if any, may be distributed by the State and posted on the State’s websites. Consultant, at its own expense, may retain copies of such documents or any other data which it has furnished to the State under this contract, but further use of data is subject to written permission by State.

D. Ownership of Acquired Property. Except to the extent that a specific provision of this contract states to the contrary, the State shall own all intellectual property acquired or developed under this contract and all equipment purchased by Consultant or its subcontractors under this contract. All intellectual property and equipment owned by the State shall be delivered to the State when the contract terminates, or when it is no longer needed for work performed under this contract, whichever occurs first.

ARTICLE 7. PUBLIC INFORMATION AND CONFIDENTIALITY
A. Public Information. The State will comply with Government Code, Chapter 552, the Public Information Act and 43 Texas Administrative Code §3.10 et seq. in the release of information produced under this contract.

B. Confidentiality. Consultant shall not disclose information developed or received under this contract without the express written consent of the State.

C. Access to Information. Upon written request from the State pursuant to a public information request, Consultant must provide any information created or exchanged with the state pursuant to this contract, 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.

D. Administrative and Operational Support. Consultant may outsource administrative and operational support for Consultant business operations to third party providers. All of these third party service providers are subject to confidentiality obligations to protect the confidentiality of Client data. Such entities may be located within or outside the United States. No confidential TxDOT information will be shared with vendors located outside the United States, and no work performed directly under this contract will be performed by subcontractors.

ARTICLE 8. CONSULTANT PERSONNEL CONTINUITY AND REPLACEMENT
A. Continuity and Replacement.
   1. The key personnel shall remain available for the entire term of the purchase order as long as that individual is employed by Consultant.
   2. If State determines the key personnel is unable to perform in accordance with the service requirements or to communicate effectively, Consultant shall immediately remove that person.
   3. Proposed replacement personnel shall meet minimum qualifications and have experience comparable to the person(s) being replaced. Replacement personnel shall be provided at no additional cost to State. Resume(s) and reference(s) may be requested for the proposed replacement(s). State may reject any replacement if references or past working performance is questionable or unfavorable. State will be the
sole judge of the qualifications of the proposed replacement personnel.

B. Communications. Consultant must communicate directly with the TxDOT PM and may not engage other TxDOT staff without the written consent of the PM, except as permitted by the TxDOT PM-approved communications plan. This requirement applies only to communications related to this EIM project and does not apply to other contracts between TxDOT and Consultant.

ARTICLE 9. DEBT TO THE STATE
If the State Comptroller of Public Accounts is prohibited from issuing a warrant or initiating an electronic funds transfer to Consultant because of a debt owed to the State, the State shall apply all payment due Consultant to the debt or delinquent tax until the debt or delinquent tax is paid in full.

ARTICLE 10. SUBCONTRACTING
A. Prior Approval. Consultant shall not assign, subcontract, or transfer any portion of professional services related to the work under this contract without prior written approval from the State.

B. DBE/HUB Compliance. Consultant’s subcontracting program shall comply with the requirements of Attachment H of the contract (DBE/HUB Requirements).

C. Required Provisions. All subcontracts for professional services shall include this attachment and Federal and State requirements. Consultant is authorized to pay subconsultants in accordance with the terms of the subcontract, and the basis of payment may differ from the basis of payment by the State to Consultant.

D. Prior Review. Subcontracts for professional services in excess of $25,000 may be reviewed by the State prior to performance of work thereunder.

E. Consultant Responsibilities. No subcontract relieves Consultant of any responsibilities under this contract.

ARTICLE 11. INSPECTION OF WORK
A. Review Rights. The State and the U. S. Department of Transportation, when federal funds are involved, and any of their authorized representatives shall have the right at all reasonable times to review or otherwise evaluate the work performed hereunder and the premises in which it is being performed.

B. Reasonable Access. If any review or evaluation is made on the premises of Consultant or a subconsultant, Consultant shall provide and require its subconsultants to provide all reasonable facilities and assistance for the safety and convenience of the state or federal representatives in the performance of their duties.

ARTICLE 12. SUBMISSION OF REPORTS
A. Final Reports. All applicable study reports shall be submitted in preliminary form for approval by the State before a final report is issued. The State's comments on Consultant's preliminary report must be addressed in the final report.

B. Posting of Reports. In accordance with Texas Government Code, Title 10, Subtitle F, Section 2254.041, TxDOT, the Texas Legislature, and any other state agency of Texas may, at TxDOT’s discretion, distribute consultant reports developed under this contract and post consultant reports on TxDOT's website or the website of a standing committee of the legislature.

ARTICLE 13. VIOLATION OF CONTRACT TERMS
A. Increased Costs. Violation of contract terms, breach of contract, or default by Consultant shall be grounds for termination of the contract, and any increased or additional cost incurred by the State arising from Consultant’s default, breach of contract or violation of contract terms shall be paid by Consultant.

B. Remedies. This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

ARTICLE 14. TERMINATION
A. Causes. The contract may be terminated before the stated completion date by any of the following conditions by:

1. mutual agreement and consent, in writing from both parties; or
General Provisions

ARTICLE 15. COMPLIANCE WITH LAWS
Consultant shall comply with all applicable federal, state and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this contract, including, without limitation, worker’s compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination, and licensing laws and regulations. When required, Consultant shall furnish the State with satisfactory proof of its compliance therewith.

ARTICLE 16. INDEMNIFICATION

A. ERRORS, OMISSIONS, NEGLIGENT ACTS. CONSULTANT SHALL INDEMNIFY AND SAVE HARMLESS THE STATE AND ITS OFFICERS AND EMPLOYEES FROM ALL CLAIMS AND LIABILITY ARISING FROM EITHER ANY BODILY INJURY OR PROPERTY DAMAGE OR ANY INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS, CAUSED BY THE CONSULTANT ITS AGENTS, OR EMPLOYEES, PERFORMED UNDER THIS CONTRACT.

B. ATTORNEY FEES. CONSULTANT SHALL ALSO INDEMNIFY AND SAVE HARMLESS THE STATE FROM ANY AND ALL EXPENSE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEY FEES WHICH MAY BE INCURRED BY THE STATE IN LITIGATION OR OTHERWISE RESISTING SAID CLAIM OR LIABILITIES ARISING UNDER SECTION A WHICH MAY BE IMPOSED ON THE STATE AS A RESULT OF SUCH ACTIVITIES BY CONSULTANT, ITS AGENTS, OR EMPLOYEES.

C. LIMITATION OF LIABILITY. The State agrees that the liability of Contractor and its present, future and former partners, principals and employees for any claim, including but not limited to, Contractor’s negligence, shall not exceed the total amount of this agreement. In addition, the State agrees that Consultant and its present, future and former partners, principals and employees shall not under any circumstances be liable for any special,
consequential, incidental or exemplary damages or loss (nor any lost profits, taxes, interest, tax penalties, savings or business opportunity), even if Consultant was advised in advance of such potential damages. This paragraph shall apply to any type of claim asserted, including contract, statute, tort, or strict liability, whether by the Client, Consultant, or others; provided, however, that the provisions of this Section C shall not apply to limit Consultant’s indemnification obligations as set forth in Section A of this Agreement.

ARTICLE 17. NONCOLLUSION

A. Warranty. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this contract and that it has not paid or agreed to pay any company or Consultant any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this contract.

B. Liability. For breach or violation of this warranty, the State shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or compensation, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 18. INSURANCE

Consultant certifies that it has insurance on file with the Contract Services Division of the Texas Department of Transportation in the amount specified on Texas Department of Transportation Form 1560, Certificate of Insurance, as required by the State. No other proof of insurance is acceptable to the State. Consultant certifies that it will keep current insurance on file with that office for the duration of the contract period. If insurance lapses during the contract period, Consultant must stop work until a new certificate of insurance is provided.

ARTICLE 19. GRATUITIES

A. Employees Not to Benefit. Texas Transportation Commission policy mandates that employees of the Texas Department of Transportation shall not accept any benefit, gift or favor from any person doing business with or who reasonably speaking may do business with the State under this contract. The only exceptions allowed are ordinary business lunches and items that have received the advance written approval of the Executive Director of the Texas Department of Transportation.

B. Liability. Any person doing business with or who reasonably speaking may do business with the State under this contract may not make any offer of benefits, gifts or favors to department employees, except as mentioned above. Failure on the part of Consultant to adhere to this policy may result in the termination of this contract.

ARTICLE 20. DISADVANTAGED BUSINESS ENTERPRISE OR HISTORICALLY UNDERUTILIZED BUSINESS REQUIREMENTS

Consultant agrees to comply with the requirements set forth in Exhibit 3, Disadvantaged Business Enterprise or Historically Underutilized Business Subcontracting Plan with an assigned goal or a zero goal, as determined by the State.

ARTICLE 21. MAINTENANCE, RETENTION AND AUDIT OF RECORDS

A. Retention Period. Consultant shall maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and services provided. Consultant shall make the records available at its office during the contract period and for four years from the date of final payment under this contract, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

B. Availability. The State or any of its duly authorized representatives, the Federal Highway Administration, the United States Department of Transportation, Office of Inspector General, and the Comptroller General shall have access to Consultant’s Records which are directly pertinent to this contract for the purpose of making audits, examinations, excerpts and transcriptions.

ARTICLE 22. NEPOTISM DISCLOSURE

A. In this section the term “relative” means:

1. a person’s great grandparent, grandparent, parent, aunt or uncle, sibling, niece or nephew, spouse, child, grandchild, or great grandchild, or

2. the grandparent, parent, sibling, child, or grandchild of the person’s spouse.
B. A notification required by this section shall be submitted in writing to the person designated to receive official notices under this contract and by first-class mail addressed to Contract Services Section, General Services Division, Texas Department of Transportation, 125 East 11th Street, Austin Texas 78701. The notice shall specify Consultant's firm name, the name of the person who submitted the notification, the contract number, the district, division, or office of TxDOT that is principally responsible for the contract, the name of the relevant Consultant employee, the expected role of Consultant employee on the project, the name of the TxDOT employee who is a relative of Consultant employee, the title of the TxDOT employee, the work location of the TxDOT employee, and the nature of the relationship.

C. By executing this contract, Consultant is certifying that Consultant does not have any knowledge that any of its employees or of any employees of a subcontractor who are expected to work under this contract have a relative that is employed by TxDOT unless Consultant has notified TxDOT of each instance as required by subsection (b).

D. If Consultant learns at any time that any of its employees or that any of the employees of a subcontractor who are performing work under this contract have a relative who is employed by TxDOT, Consultant shall notify TxDOT under subsection (b) of each instance within thirty days of obtaining that knowledge.

E. If Consultant violates this section, TxDOT may terminate the contract immediately for cause, may impose any sanction permitted by law, and may pursue any other remedy permitted by law.

ARTICLE 23. LOBBYING CERTIFICATION/DISCLOSURE

The undersigned certifies to the best of his or her knowledge and belief that:

A. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 24. CIVIL RIGHTS COMPLIANCE

A. Compliance with Regulations: Consultant shall comply with the regulations of the Department of Transportation, Title 49, Code of Federal Regulations, Parts 21, 24, 26 and 60 as they relate to nondiscrimination; also Executive Order 11246 titled Equal Employment Opportunity as amended by Executive Order 11375.

B. Nondiscrimination: Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment.

C. Solicitations for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by
Consultant of Consultant’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

D. **Information and Reports:** Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and facilities as may be determined by the Texas Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of Consultant is in the exclusive possession of another who fails or refuses to furnish this information, Consultant shall so certify to the Texas Department of Transportation or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. **Sanctions for Noncompliance:** In the event of Consultant’s noncompliance with the nondiscrimination provisions of this contract, the Texas Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

1. withholding of payments to Consultant under the contract until Consultant complies and/or
2. cancellation, termination, or suspension of the contract, in whole or in part.

F. **Incorporation of Provisions:** Consultant shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. Consultant shall take such action with respect to any subcontract or procurement as the Texas Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, Consultant may request the Texas Department of Transportation to enter into such litigation to protect the interests of the United States.

**ARTICLE 25. CHILD SUPPORT CERTIFICATION**

Under Section 231.006, Texas Family Code, Consultant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, Consultant is liable to the state for attorney’s fees, the cost necessary to complete the contract, including the cost of advertising and awarding a second contract, and any other damages provided by law or the contract. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

**ARTICLE 26. DEBARMENT CERTIFICATIONS**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” By executing this agreement, Consultant certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

**ARTICLE 27. DISPUTES**

**Disputes Not Related to Contract Services.** Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by Consultant in support of the services authorized herein.

**ARTICLE 28. SUCCESSORS AND Assigns**

Consultant and the State do each hereby bind themselves, their successors, executors, administrators and assigns to each other party of this agreement and to the successors, executors, administrators and assigns of such other party in respect to all covenants of this contract. Consultant shall not assign, subcontract or transfer its interest in this contract.
without the prior written consent of the State.

ARTICLE 29. SEVERABILITY
In the event any one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

ARTICLE 30. PRIOR CONTRACTS SUPERSEDED
This contract constitutes the sole agreement of the parties hereto for the services authorized herein and supersedes any prior understandings or written or oral contracts between the parties respecting the subject matter defined herein.

ARTICLE 31. OFFICE OF MANAGEMENT AND BUDGET AUDIT REQUIREMENTS
The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in 2 CFR 200.

ARTICLE 32. E-VERIFY CERTIFICATION
Pursuant to Executive Order RP-80, Consultant certifies and ensures that for all contracts for services, Consultant shall, to the extent permitted by law, utilize the United States Department of Homeland Security’s E-Verify system during the term of this agreement to determine the eligibility of:

A. All persons employed by Consultant during the term of this agreement to perform duties within the State of Texas; and
B. All persons, including subcontractors, assigned by Consultant to perform work pursuant to this agreement.

Violation of this provision constitutes a material breach of this agreement.

ARTICLE 33. RESTRICTIONS ON EMPLOYMENT OF FORMER STATE OFFICER OR EMPLOYEE
Consultant shall not hire a former state officer or employee of a state agency who, during the period of state service or employment, participated on behalf of the state agency in this agreement’s procurement or its negotiation until after the second anniversary of the date the contract was executed.

ARTICLE 34. PERTINENT NON-DISCRIMINATION AUTHORITIES
During the performance of this contract, Consultant, for itself, its assignees, and successors in interest agree to comply with the following nondiscrimination statutes and authorities; including but not limited to:

B. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
F. Airport and Airway Improvement Act of 1982, (49 U.S.C. Chapter 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
G. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are
Federally funded or not).

H. Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.

I. The Federal Aviation Administration’s Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).

J. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.

K. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, the parties must take reasonable steps to ensure that LEP persons have meaningful access to the programs (70 Fed. Reg. at 74087 to 74100).

L. Title IX of the Education Amendments of 1972, as amended, which prohibits the parties from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

ARTICLE 36. CONSULTANT PERFORMANCE

Consultant performance will be monitored on a regular basis by TxDOT.

A. An unsatisfactory performance determination includes, but is not limited to:

1. Any occurrence within the term of the contract where any deliverable exceeds the scheduled timelines agreed upon between State and Consultant.

2. Any occurrence within the term of the contract where any deliverable is determined to not be technically accurate or acceptable by the designated State.

   NOTE: Unsatisfactory performance may result in a negative vendor performance report, or cancellation of the purchase order or both.

B. An exceptional performance determination includes, but is not limited to:

1. Deliverables made early upon TxDOT member request.

2. Consultant commended for exceptional customer service, exceptional service provided.

ARTICLE 37. BOYCOTT ISRAEL

A. Meaning: “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

B. Certification and Prohibition: Consultant hereby certifies it does not boycott Israel and shall not boycott Israel during the term of the contract.
The chart below details the team structure for this work.

<table>
<thead>
<tr>
<th>Name</th>
<th>Team Role</th>
<th>TxDOT Equivalent Staffing Category</th>
<th>% Dedication to Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Doug Doerr</td>
<td>Quality Assurance Partner</td>
<td></td>
<td>10%</td>
</tr>
<tr>
<td>Mike Barba</td>
<td>Project Manager</td>
<td>Business Analyst Lead</td>
<td>100%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Data Analyst Lead</td>
<td></td>
</tr>
<tr>
<td>Jeff Lawton</td>
<td>Sr. Subject Matter Expert</td>
<td></td>
<td>20%</td>
</tr>
<tr>
<td>Karen Bourne</td>
<td>Data Architect</td>
<td>Data Governance Lead</td>
<td>20%</td>
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<tr>
<td>Nirav Shah</td>
<td>Enterprise Architect / Data Architect</td>
<td>Enterprise Architect Lead</td>
<td>100%</td>
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<td></td>
<td></td>
<td>Data Architect Lead</td>
<td></td>
</tr>
<tr>
<td>Jamie Bue</td>
<td>Business Analyst</td>
<td></td>
<td>As Required</td>
</tr>
<tr>
<td>Daniel Day</td>
<td>Business Analyst</td>
<td></td>
<td>As Required</td>
</tr>
<tr>
<td>Phil Nacamuli</td>
<td>Data Analyst</td>
<td></td>
<td>As Required</td>
</tr>
<tr>
<td>Guillermo Damian</td>
<td>Organizational Change Management</td>
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<td>As Required</td>
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</tbody>
</table>
Enterprise Information Management (EIM) Strategic Planning

* Assumes Strategy option A is selected as the best fit for TxDOT.
## CONTRACT - ATTACHMENT H
### Instructions

### State Funded Contracts

#### Attachment H-SG, Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts, State of Texas HUB Subcontracting Plan Required
- This provision is applicable to state funded contracts with a HUB goal assigned.
- The appropriate reporting forms for this provision are Exhibits H-1, H-2, H-4, and H-6 (Texas Facilities Commission [TFC] State of Texas HUB Subcontracting Plan (HSP), Prime Contractor Assessment Report). A copy of each form is required in the contract.
- Note: if the contract requires work authorizations, a completed Exhibit H-2 will be required with each Work Authorization, if a HUB will be performing work. If a non-HUB subprovider is used, insert N/A (not applicable) on the line provided on the H-2 form.
- Exhibit H-6 will be required monthly and must be submitted to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even if there is no invoice being submitted or subcontracting to report.
- Exhibit H-6 must be submitted with each invoice to the appropriate agency contact for payment.

#### Attachment H-SN, Historically Underutilized Business (HUB) Participation for State Funded Professional or Technical Services Contracts, No State of Texas HUB Subcontracting Plan Required
- This provision is applicable to state funded contracts with no HUB subcontracting plan required and no HUB goal assigned. If no subcontractors are used, the appropriate forms for this provision are Exhibits H-1 and H-6.
- Note: If subcontractors are used, the required forms would be Exhibits H-1, H-2, H-4 and H-6. A copy of each form is required in the contract.
- Exhibit H-6 must be submitted monthly to the Business Opportunity Programs Office at (512) 486-5519 (fax number) even though there is no invoice being submitted or subcontracting to report.
- Exhibit H-6 must be submitted with each invoice to the appropriate agency contact for payment.

#### Exhibit H-6, HUB Subcontracting Plan (HSP) Prime Contractor Professional Assessment Report.
- This is a Monthly Progress Assessment Report. This is a Texas Facilities Commission (TFC) form and cannot be altered.
- Required for all State funded contracts.
- Exhibit H-6 is required monthly and should be submitted to the Business Opportunity Programs Office through a fax to (512) 486-5519. This is a requirement even though there is no invoice being submitted or subcontracting to report.
- A copy of Exhibit H-6 must be submitted when supplying an invoice to the appropriate agency contact for payment.
- The “Object Code” section(s) on this form should remain blank.
CONTRACT - ATTACHMENT H-SN

Historically Underutilized Business (HUB) for State Funded Professional or Technical Services Contracts
No State of Texas HUB Subcontracting Plan Required

POLICY
It is the policy of the Department to ensure that HUBs shall have an equal opportunity to participate in the performance of contracts; to create a level playing field on which HUBs can compete fairly for contracts and subcontracts; to ensure nondiscrimination on the basis of race, color, national origin, or gender in the award and administration of contracts; to help remove barriers to the participation of HUBs in department contracts; and, to assist in the development of firms that can compete successfully in the market place outside the HUB program.

Subcontracting participation on projects with no HUB Subcontracting Plan Required should be reported on the State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report, the Exhibit H-6 Form. Payment to non-HUBs subproviders must be reported on Exhibit H-6. Payments to HUBs reported on Exhibit H-6 are subject to the following requirements:

DETERMINATION OF HUB PARTICIPATION.
A firm must be an eligible HUB and perform a professional or technical function relating to the project. Once a firm is determined to be an eligible HUB, the total amount paid to the HUB should be reported as race-neutral HUB participation.

A HUB subprovider may subcontract no more than 70% of a contract. The HUB subprovider shall perform not less than 30% of the value of the contract work with assistance of employees employed and paid directly by the HUB; and equipment owned or rented directly by the HUB.

A provider must report a portion of the total value of the contract amount paid to a HUB joint venture equal to the distinct, clearly defined portion of the work of the contract performed by the HUB.

Proof of payment, such as copies of canceled checks, properly identifying the Department’s contract number or project number may be required to substantiate the payment, as deemed necessary by the Department.

The provider and any subprovider shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts. These requirements shall be physically included in any subcontract.

REQUIRED FORMS.
If subcontractors are used under the contract that has no stated HUB goal, Exhibits H-1, H-2, H-4 and H-6 are required. Exhibits H-1 and H-6 are required if no subcontractors are being used to perform work under this contract.

State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) is required monthly even when no subcontracting activity has occurred. In addition, State of Texas HUB Subcontracting Plan Prime Contractor Progress Assessment Report (Exhibit H-6) should be submitted with the Provider’s invoice.
**CONTRACT - EXHIBIT H-1**

Texas Department of Transportation  
Subprovider Monitoring System  
Commitment Worksheet

Contract #: ____________ Assigned Goal: 0%  Federally Funded ____________  State Funded __X__

Prime Provider: Grant Thornton LLP  
Prime Provider Info: DBE ___ HUB ___ Both ___

Total Contract Amount: $3,322,964

Consultant ID #: 13660555585  
DBE/HUB Expiration Date: _______________

(First 11 Digits Only)

*If no subproviders are used on this contract, please indicate by placing “N/A” on the 1st line under Subproviders.*

<table>
<thead>
<tr>
<th>Subprovider(s) (List All)</th>
<th>Type of Work</th>
<th>Consultant ID # (First 11 Digits Only)</th>
<th>D=DBE</th>
<th>Exp. Date</th>
<th>H=HUB</th>
<th>$ Amount or % of Work *</th>
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Subprovider(s) Contract or % of Work* Totals

*For Work Authorization Contracts, indicate the % of work to be performed by each subprovider.

Total DBE or HUB Commitment Dollars  $0

Total DBE or HUB Commitment Percentages of Contract 0%

(Commitment Dollars and Percentages are for Subproviders only)
**HUB Subcontracting Plan (HSP)**  
Prime Contractor Progress Assessment Report

This form must be completed and submitted to the contracting agency each month to document compliance with your HSP.

<table>
<thead>
<tr>
<th>Subcontractor’s Name</th>
<th>Subcontractor’s VID or HUB Certificate Number</th>
<th>Certified HUB? (Yes or No)</th>
<th>Total Contract $ Amount from HSP with Subcontractor</th>
<th>This Reporting Period to Date Subcontractor</th>
<th>Amount Paid to Date Subcontractor</th>
<th>Object Code (Agency Use Only)</th>
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**TOTALS:**

Signature: _____________________________    Title: _____________________________    Date: ________________________

*Note: Prime contractors can verify subcontractor HUB certification status on-line at http://www2.tbpc.state.tx.us/cmbl/cmblhub.html*