

**CONTRACT NO. 455-22-1027**  
**between**  
**RAILROAD COMMISSION OF TEXAS**  
**and**  
**GUIDEHOUSE INC.**  
**for**  
**Salesforce and Tools Implementation Services**

**THIS AGREEMENT** (“Contract”) is made and entered into by the State of Texas, through the **RAILROAD COMMISSION OF TEXAS** (“RRC”), a state agency located at 1701 N. Congress Avenue, Austin, Texas 78701 and **GUIDEHOUSE INC.** (“Vendor”), located at **1676 International Drive, Suite 800 McLean, VA 22102** (individually “Party”; collectively “Parties”).

**WITNESSETH**

**WHEREAS**, Texas Government Code Chapters 2155 and 2157 provide for RRC’s authority to procure information technology goods and/or services and RRC intends to acquire certain information technology goods and/or services, namely implementation services and support required to maintain, enhance, and expand RRC’s current system (“Salesforce and Tools Implementation Services (STIS)”), and

**WHEREAS**, in accordance with applicable provisions of Texas Government Code Chapters, 2155, 2157 and 2261, RRC has selected Vendor to provide the desired Salesforce and Tools Implementation Services solution referenced within the RRC SOW No. 455-22-1027 (“SOW No. 455-22-1027”), and the Vendor has agreed to provide the desired Salesforce and Tools Implementation Services solution referenced within SOW No. 455-22-1027, subject to the terms and conditions hereinafter set forth; and

**WHEREAS**, all terms and conditions of SOW No. 455-22-1027 including but not limited to insurance and specifications within the Statement of Work, constitute part of this Contract No. 455-22-1027.

**NOW, THEREFORE**, RRC and Vendor, for and in consideration of the mutual promises, obligations, and benefits hereof, contract as follows:

**I. CONTRACT DOCUMENTS**

**SERVICES REQUIRED.** In accordance with the terms and conditions of this Contract, including all Contract Documents incorporated by reference, Vendor shall deliver throughout the term of the Contract including renewal or extension periods (if any), the Salesforce and Tools Implementation Services solution (“Services”), including all labor, qualified personnel, management, coordination, equipment, materials, insurance, bonding, and incidentals to fulfill all requirements and deliver all goods and/or services required under the Contract in accordance with applicable method protocols, industry/trade best practices, and all rules, regulations, and laws related thereto. Contract Documents include:

- a. This Contract No. 455-22-1027;
- b. Exhibit A, Mutually Agreed upon revisions to Terms and Conditions, Sample Contract, and Discovery Sessions
- c. Exhibit B, SOW No. 455-22-1027, including all associated attachments, appendices, exhibits, and addenda; and
- d. Exhibit C, Vendor’s Best and Really Final Offer, dated September 28, 2022 (Guidehouse BARFO).

- e. Exhibit D, Vendor's Best and Final Offer, dated September 2, 2022 (Guidehouse BAFO).
- f. Exhibit E, Vendor's Offer, dated July 20, 2022 (Guidehouse Offer), including Original Pricing dated July 20, 2022.
- g. Exhibit F, Vendor's DIR Contract DIR-CPO-4947

**1.2 INCORPORATED BY REFERENCE.** All elements listed in 1.1.a. through 1.1.g. are attached and hereby incorporated by reference and constitute part of the Contract as if fully set forth herein.

**1.3 ORDER OF PRECEDENCE.** For purposes of interpretation of the Contract and in the event of conflict within the Contract Documents, this Contract No. 455-22-1027 shall take precedence over the other Contract Documents. Any inconsistency among the Contract Documents shall be resolved applying the order of priority as listed below:

- a. Contract No. 455-22-1027; and then
- b. Exhibit A, Mutually Agreed upon revisions to Terms and Conditions, Sample Contract, and Discovery Sessions
- c. Exhibit B, SOW No. 455-22-1027; and then
- d. Exhibit C, Vendor's BARFO.; and then
- e. Exhibit C, Vendor's BAFO
- f. Exhibit D, Vendor's Offer.
- g. Exhibit E Vendor's DIR Contract # DIR-CPO-4947

## II. TERM

### 2.1 CONTRACT AWARD.

- a. The original term of this Contract shall be from date of the last Party's signature and shall continue through August 31, 2024 ("Original Term"), unless terminated earlier as provided in SOW No. 455-22-1027, and/or section 2.02. set forth below.

Prior to expiration of the Original Term or subsequent renewal term, as applicable, RRC may extend this Contract, by written amendment, for up to three (3) additional one-year optional renewal terms.

- b. Notwithstanding the termination or expiration of this Contract, any provisions regarding indemnification, confidentiality, dispute resolution, intellectual property rights, audit rights, limitation of liability, limitation of distribution, and warranties shall survive the termination or expiration dates of this Contract.

### 2.2 TERMINATION.

- a. **Termination for Cause.** RRC may terminate this Contract for cause by providing written notice to Vendor of such termination if Vendor fails to execute the work properly, performs work in an unsatisfactory manner, or materially fails to perform any provision of the Contract. In the event of default, Vendor will be responsible for paying damages to RRC, including but not limited to, the cost to re-solicit this Contract and any consequential damages to the State of Texas or RRC resulting from Vendor's non-performance. Notwithstanding the foregoing, Vendor shall not be liable for damages that Vendor could not reasonably foresee on entry into this Contract. In the event of termination for cause, Vendor will not be eligible for consideration in the re-solicitation, if any, and may not be considered in future solicitations for the same type of work unless the statement of work is significantly changed.

- b. Termination for Convenience.** RRC may, at its sole option and discretion, terminate this Contract at any time, for any reason whatsoever, in whole or in part, by giving written notice ("Notice of Termination") to Vendor at least thirty (30) days prior to the effective date of termination or reduction in the statement of work. In the event of termination by RRC under this subsection, Vendor shall be governed by the terms and conditions, and shall perform the acts outlined in the following Section 2.02.c.
- c. Implementation of Termination.** Vendor shall terminate all work under the Contract to the extent and on the date specified in the Notice of Termination and until such date shall, to the extent stated in the Notice of Termination, do such work as may be necessary and be compensated only for such work as may be necessary, as determined by RRC to preserve the work in progress. In the event of termination by RRC, RRC shall pay Vendor for all work satisfactorily performed up to the effective date of termination.

**2.3 NO LIABILITY UPON TERMINATION.** If this Contract is terminated for any reason, RRC and the State of Texas shall not be liable to Vendor for any damages, claims, losses, or any other amounts arising from or related to any such termination absent an award of damages pursuant to Texas Government Code Chapter 2260, other than compensation due to the Vendor for services successfully performed prior to termination.

### III. CONSIDERATION AND SERVICES

**3.1 CONTRACT LIMIT, FEES AND EXPENSES.** The total amount of fees to be paid under this Contract through the Original Term and additional (extended or renewal) terms, if any, shall not exceed **THREE MILLION DOLLARS AND ZERO CENTS (\$3,000,000.00)**. This Contract not-to-exceed amount may be changed only through written Amendment to the Contract.

#### 3.2 SERVICES.

- a.** Vendor shall provide the goods and services necessary and reasonably inferable to complete the work described in SOW No. 455-22-1027.
- b.** Vendor's services shall include all disciplines agreed upon between the Parties and all related usual, customary and other services necessary and reasonably inferable to deliver all services in accordance with RRC's specifications and the terms and conditions of this Contract.
- c.** Additional goods and services are those services which shall be provided ONLY if authorized or confirmed in writing by RRC, and which are in addition to the goods and services contained within the scope and content of RRC's specifications and Vendor's Offer in response to the SOW No. 455-22-1027. In the event additional goods and services are proposed by Vendor, Vendor shall not proceed therewith except only after Vendor's receipt of RRC's written acceptance of the additional services proposed.
- d.** The Statement of Work (SOW No. 455-22-1027) describes the intended project scope and character. The Parties agree it is Vendor's responsibility to review and understand requirements of the entire Statement of Work, including specifications therein, and to provide deliverables, including information resources services, to achieve those objectives.
- e.** Vendor agrees and acknowledges that RRC is entering into this Contract in reliance on Vendor's represented professional abilities with respect to performing the services, duties, and obligations under this Contract. Vendor, and Vendor's consultants and subcontractors (if any) shall perform all services pursuant to this contract diligently and shall endeavor to further the interest of RRC in accordance with RRC's requirements and procedures and the standards of care and performance as described herein. Vendor agrees to use its best efforts to perform the Services (i) in accordance with the usual and customary professional standards of

- care, skill and diligence consistent with industry best practices for vendors that provide services for projects that are similar in size, scope, and budget to that within this Contract, and (ii) in compliance with all applicable national, federal, state, municipal, and State of Texas laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. There are no obligations, commitments, or impediments of any kind known to Vendor that will limit or prevent performance by Vendor of the services required under the Statement of Work and the Contract. Vendor hereby agrees to correct, at its own cost, any of its services, and the services of its consultants and subcontractors (if any) that do not meet this standard of care.
- f. Vendor's services shall be reasonably accurate and free from any material errors or omissions. Neither acceptance nor approval of Vendor's services by RRC shall relieve Vendor of any of its duties or release it from any liability, it being understood that RRC is, at all times, relying upon Vendor for its skill and knowledge in performing Vendor's services. RRC shall have the right to reject any of Vendor's goods/services in accordance with the terms and conditions of SOW No. 455-22-1027.
  - g. Vendor agrees to furnish efficient business administration and superintendence and to use Vendor's best efforts to fulfill the Contract requirements in an expeditious and economical manner consistent with the interest of RRC and Vendor's professional skill and care.
  - h. Vendor shall allocate adequate time, personnel and resources as necessary to deliver goods and/or perform services and work under the Contract. Changes of Vendor's key personnel identified in Vendor's Proposal shall not be made without prior written approval of RRC. Vendor's day-to-day project team will be led by Vendor's Project Manager unless otherwise directed by RRC or prevented by factors beyond the control of Vendor. Vendor's Project Manager shall act on behalf of Vendor with respect to all phases of Vendor's goods and/or services delivery and shall be available as required for the benefit of the project and RRC.

### **3.3 PAYMENTS TO VENDOR.**

- a. Payments to Vendor will be made in accordance with the terms and conditions of the Contract, and within thirty (30) days from receipt of a complete, correct, and approved invoice or statement of payment in accordance with Texas Government Code Chapter 2251, Texas Prompt Payment Act. An invoice is considered received on the date it is date stamped by RRC. Vendor will be paid for completion of work accepted and approved by RRC.
- b. Vendor shall invoice RRC for work accepted and approved by RRC. Vendor shall submit invoices as specified in SOW No. 455-22-1027.

## **IV. WARRANTIES AND CERTIFICATIONS**

### **4.1 WARRANTIES.**

In addition to all warranties established or implied by law, Vendor warrants that:

- a. All goods, services, and property provided conform to this Contract and to all representations made or provided by Vendor for the purpose of inducing the RRC to enter this Contract, and are merchantable, fit for the purpose intended, of best quality and workmanship, and free from all deficiencies in media, material, workmanship, and quality;
- b. All goods, services, and property provided conform to standards established for such goods in accordance with any applicable laws and regulations, including the Occupational Safety and Health Act (29 U.S.C. §§ 651-678);
- c. All services are performed in a professional and workmanlike manner, consistent with relevant accepted standards and practices.

- d. If the Contract provides for the sale or lease of software, Vendor warrants that software is user friendly, acceptable to RRC, and accessible to RRC's internal and external users in accordance with the Department of Information Resources guidance on accessibility for persons with disabilities. Graphical user interfaces must be implemented according to modern standards and capabilities unless stated otherwise in this Contract.

The warranties set forth above are effective upon RRC's issuance of final payment under the Contract or Work Order, and for 12 months thereafter. Nonconformities are not deemed waived by RRC's failure to notify Vendor upon receipt of goods, property or completion of services or by payment of invoice. Vendor shall, at its expense, repair or replace any goods and property and re-perform any services that are found to be or that become nonconforming or defective. If, after notice of a claim under these warranties, Vendor fails to promptly repair, replace, or re-perform as required, RRC may undertake its own remedial action and Vendor shall reimburse the RRC for all costs of such action. If RRC does not choose to repair, replace, or re-perform in place of the Vendor, Vendor shall promptly refund to RRC the full purchase price paid for the entire Work. Nothing in this Contract shall act as a waiver of any other applicable warranty, express or implied, benefitting the RRC.

#### **4.2 NONCONFORMITIES AND DEFECTS**

Vendor shall inform RRC of any defects or nonconformities Vendor discovers in goods, services, or products provided by Vendor. Vendor agrees that defects or other non-conformities in a product, good, or service may not be readily apparent, including, but not limited to contracts for software development. In the case of software development contracts, defects or non-conformities may not become apparent until after testing is complete and the RRC determines a project phase is over.

Despite initial approval by RRC, RRC reserves the right during the term of the Contract or warranty set forth in this Section IV to determine in its sole discretion that a non-conformity or defect exists in a good, service, or product provided by Vendor. After RRC informs Vendor of its determination, Vendor shall immediately take such curative measures as are necessary for the good, service, or product to become acceptable to RRC and to minimize adverse effects or damages to RRC, but in no event shall the cure be made later than (30) days after receiving notice of RRC's determination. Curative measures are limited to remediation of the unsatisfactory work without change to the applicable specifications and without regard to the amount of the effort expended on the original deliverable. Cure to all defects and nonconformities must take place by the end of the warranty term or the warranty will be extended until all defects and nonconformities are cured.

#### **4.3 METHOD OF TEMPORARILY CURING SOFTWARE DEFECTS AND NON-CONFORMITIES.**

This provision governs temporary curative measures taken where a defect or non-conformity arises during the term of the Contract or applicable warranty for the sale or lease of software. However, this provision should not be construed to exclude other methods of bringing software back into compliance with the terms of the Contract or warranty. In software contracts, Vendor may implement a patch or workaround to temporarily cure a defect or non-conformity while a permanent solution is being worked out, provided that the RRC approves such temporary measures. Software must continue to meet all acceptance tests throughout the warranty period. Changes to software are to be kept minimally disruptive to the RRC's internal and external users. Other measures to temporarily cure a software defect or nonconformity must likewise be approved by the RRC prior to implementation.

#### **4.4 SURVIVAL OF OBLIGATIONS.**

Except where a different period is specified in this Contract or applicable law, all representations, indemnifications, and warranties made in, required by or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, survive for four years beyond the termination or completion of the Contract, or until four years after the end of a related proceeding. A related proceeding

includes any litigation, legal proceeding, permit application, or State Office of Administrative Hearings proceeding, which is brought in relation to the Contract or which in RRC’s opinion is related to the subject matter of the Contract. Either party shall notify the other of any related proceeding if notice of the proceeding has not been provided directly to that other party.

**V. FUNDING.**

**5.1 STATE FUNDING.** It is understood that all obligations of RRC hereunder are subject to the availability of state funds, federal grant(s) and/or other federal funds. If such funds are not appropriated or become unavailable, this Contract may be terminated. In such event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their respective interests accrued up to the date of termination.

**VI. VENDOR PERSONNEL.**

**6.1 REQUIRED QUALIFICATIONS.** At all times during the term of the Contract, Vendor shall have available, under direct employment and supervision and/or subcontract agreement fully incorporating the terms and conditions of the Contract Documents, the required qualified and properly licensed (as applicable) personnel to properly fulfill all the terms and conditions of the Contract.

**VII. NOTICES.**

**7.1 LEGAL NOTICES.**

- a. Any legal notice required or permitted to be delivered under this Contract shall be deemed delivered when deposited in the United States mail, postage prepaid, certified mail, return receipt requested, addressed to RRC or Vendor at the address set forth below:

**For RRC:** Railroad Commission of Texas  
Operations Division  
P.O. Box 12967  
Austin, Texas, 78711-2967  
Attention: Theresa Lopez, Director of Operations  
Phone: 512-463-6953  
Fax: 512-936-6402  
Email: [theresa.lopez@rrc.texas.gov](mailto:theresa.lopez@rrc.texas.gov)

**For Vendor:** Guidehouse, Inc.  
1676 International Drive, Suite 800  
McLean, VA 22102  
Attention: Chris O’Brien  
Phone: (312)212-6160  
Email: [cobrien@guidehouse.com](mailto:cobrien@guidehouse.com)

- b. Legal notice given in any other manner shall be deemed effective only if, and when, received by the Party. Either Party may change its address for notice by written notice to the other Party as provided herein.

### VIII. MISCELLANEOUS PROVISIONS.

**8.1 GOVERNING LAW AND VENUE.** This Contract shall be governed by and construed in accordance with the laws of the State of Texas without regard to conflicts of law provisions. The venue of any suit brought under this Contract is fixed in any court of competent jurisdiction in Travis County, Texas unless the specific venue is otherwise identified in a statute which directly names or otherwise identifies its applicability to the RRC. Vendor irrevocably waives any objection, including any objection to personal jurisdiction or proper venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the filing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto. **Nothing in this Section shall be construed as a waiver of sovereign immunity by RRC.**

**8.2 SEVERABILITY.** If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract No. 455-22-1027 shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

**8.3 PROPER AUTHORITY.** The Parties hereto represent and warrant that the person executing this Contract on behalf of each Party has full power and authority to enter into this Contract. Vendor acknowledges Contract is effective for the period specified in the Contract. Any services performed by Vendor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Vendor.

**8.4 SOVEREIGN IMMUNITY.** The Parties agree and acknowledge that nothing contained in SOW No. 455-22-1027, Vendor's Offer, or this Contract will in any manner be construed as a waiver of sovereign immunity or official immunity by RRC, its employees, or the State of Texas. RRC and the State of Texas retain all legal defenses and immunities available to each. RRC does not waive any privileges, rights, defenses, remedies, or immunities, available to RRC as an agency of the State of Texas or otherwise available to RRC.

**8.5 FALSE STATEMENTS; BREACH OF REPRESENTATIONS.** By signature to this Contract, Vendor makes all the representations, warranties, guarantees, certifications and affirmations included in this Contract. If Vendor signs this Contract with a false statement or it is subsequently determined that Vendor has violated any of the representations, warranties, guarantees, certifications or affirmations included in this Contract, Vendor shall be in default under this Contract, and RRC may terminate or void this Contract for cause and pursue other remedies available to RRC under this Contract and applicable law.

**8.6 ENTIRE CONTRACT AND MODIFICATION.** This Contract No. 455-22-1027 and all Contract Documents referenced in Section 1.01. herein constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless otherwise expressly authorized by the terms of this Contract, no modification, renewal, extension or amendment to this Contract shall be binding upon the Parties unless the same is in writing and signed by the respective Parties hereto.

### IX. NEGOTIATED EXCEPTIONS AND REVISIONS TO SOW.

**9.1 LIMITATIONS OF LIABILITY.** For any claim or cause of action arising under or related to the Contract: i) to the extent permitted by the Constitution and the laws of the State, none of the parties shall be liable to the other for punitive or special damages even if it is advised of the possibility of such damages; and ii) Vendor's aggregate liability for damages of any kind to the Customer shall be limited to

the two-times (2x) the total value of the Contract. However, this limitation of Vendor's liability shall not apply to claims of bodily injury; and violation of intellectual property rights including but not limited to patent, trademark, or copyright infringement; indemnification requirements under the Contract, except as allowed below by subsection 10.12(D) of the DIR contract; and violation of State or Federal law including but not limited to disclosures of confidential information and any penalty of any kind lawfully assessed as a result of such violation.

Vendor's aggregate liability for the indemnification requirements under Section 10.1.1.(A)(i) and Section 10.1.1(A)iii shall be limited to two-times (2x) the total value of the Contract. This limitation is distinct and separate from the limitation of liability above.

**9.2 ADDITIONAL AGENCY TERMS AND CONDITIONS.** Revisions to sections 4.8.1, 4.8.22, 4.8.23, 4.8.31 of the SOW are as follows:

- a. **Section 4.8.1 Retainage** is revised to state the following:
  - i.) RRC will retain 5% of deliverable funds until completion of each workorder as verified by Project Manager and Contract Manager. Payments are subject to acceptance of deliverables and will be paid out upon acceptance of all deliverables in the Workorder
- b. **Section 4.8.22 Time Limits Enforced** is revised to state the following:
  - i.) Vendor shall strictly comply with all deadlines, requirements, and standards of performance for this Contract and in execution of the work. Vendor acknowledges and accepts all time limits will be strictly construed and rigidly enforced, except to the extent during the performance of the Agreement both parties agree in writing to revise time limits.
- c. **Section 4.8.23 Workorder Completion and Liquidated Damages** is revised to state the following.
  - i.) If Vendor fails to complete any Deliverable, as defined in the applicable Workorder, within the required timeframe, Vendor may, at the RRC's sole discretion, be liable to the RRC for liquidated damages of 1% of the full Deliverable payment amount (before any reduction for liquidated damages) per calendar day until Contractor completes and submits the Deliverable. Vendor and the RRC agree that: the RRC's damages for Vendor's failure to perform its obligation to complete a Workorder are impossible or difficult to estimate; and the amount of liquidated damages specified herein is a reasonable forecast of just compensation and is not a penalty. Any liquidated damages assessed shall be subject to the limitation of liability set forth in the Contract.
- d. **Section 4.8.31 Insurance Requirements**, Cyber Liability amount is revised to \$2,000,000.00 each occurrence, and \$5,000,000.00 aggregate. All other provisions associated with Section 4.8.31 remain unchanged.
- e. Vendor agrees to reimburse RRC for Vendor's developer license costs in the form of an invoice credit as agreed to in an email dated October 31, 2022

**EXECUTION SIGNATURES.** The Parties agree the Contract and any written Amendments thereto necessary for the consummation of the transaction contemplated by the Contract may be accepted, executed or agreed to through the use of an electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act ("E-Sign Act"), Title 15, United States Code, Sections 7001 et seq., the Uniform Electronic Transaction Act ("UETA") and any applicable state law. Any document accepted, executed, or agreed to in conformity with such laws will be binding on each Party as if it were physically executed. The Parties to this Contract have electronically executed this Contract which shall be deemed an original. By the signatures below, each signatory represents and warrants that they have the authority to enter into this Contract on behalf of the respective Parties.

**RAILROAD COMMISSION OF TEXAS**

**GUIDEHOUSE, INC.**

DocuSigned by:  
Wei Wang  
Wei Wang  
Executive Director  
1/5/2023  
Date of Execution

DocuSigned by:  
Erin Hutchins  
Erin Hutchins  
Title: Partner  
1/5/2023  
Date of Execution

=====**RRC use only below this line.**

Division Director: DocuSigned by: Brandon Harris, RRC 12/22/2022  
Director of Operations: DocuSigned by: Theresa Lopez, Director of Operations 12/22/2022  
Assistant. Exec. Director: DocuSigned by: Randall Collins 12/22/2022  
OGC: DocuSigned by: David Stone 12/22/2022

