

6.0 Proposal Pricing

The following hourly rate card includes rates for Team Guidehouse. There will be a 3.5% escalation each year for all rates. We believe this rate card and roles aligns to the diverse SOW requirements. Guidehouse will use these rates and the SOW requirements and direction from any task solicitation to present best value pricing. Any software, licensing, or other non-labor expenses will be addressed on a case-by-case basis at the time of task order response.

Role	Year 1	Year 2	Year 3	Year 4	Year 5
Partner	\$410	\$424	\$439	\$455	\$470
Director	\$340	\$352	\$364	\$377	\$390
Senior Manager	\$280	\$290	\$300	\$310	\$321
Subject Matter Expert	\$500	\$518	\$536	\$554	\$574
Manager III	\$250	\$259	\$268	\$277	\$287
Manager II	\$225	\$233	\$241	\$249	\$258
Manager I	\$200	\$207	\$214	\$222	\$230
Associate III	\$170	\$176	\$182	\$188	\$195
Associate II	\$140	\$145	\$150	\$155	\$161
Associate I	\$125	\$129	\$134	\$139	\$143

7.0 Key Assumptions

- **Price:** If the information provided by the Client, either in writing or in the RFP, omits or misrepresents any materially relevant facts that would have altered any fixed pricing estimates and/or recommended solutions, Guidehouse reserves the right to renegotiate a revised budget based upon the actual circumstances.
- **Task Solicitation Pricing:** Any software or non-labor expense requirements presented in a task solicitation will be specifically priced.
- **Staff:** The ability to staff certain personnel to a project is dependent upon availability at the time of project kickoff. In the event the personnel listed herein become unavailable for any reason, Guidehouse will propose alternate individual(s) of like experience and expertise, such determination shall be made in Guidehouse's reasonable discretion, acceptance by Client shall not to be unreasonably withheld or delayed.
- **Change in Scope:** Please note that changes, including an alteration to the scope or approach, additional meetings, or other changes or delays requested by the Client that would (i) materially increase Guidehouse's level of effort, (ii) include additional business processes, (iii) add unanticipated complexity to the project, (iv) or lengthen the timeline, will likely result in an increase in fees equal to the changes. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope and fees.
- **Client Responsibilities:** Client agrees to fulfil data and information requests as soon as possible including providing required documents (a list will be provided) prior to the project start date and as needed throughout the project. Failure to provide the requested data may impact Guidehouse's ability to provide the deliverables and meet the timeline outlined in the Scope and Approach Section. If the Client cannot provide the requested data, Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline.
- **Client Resources:** Client shall provide the necessary program managers and or team to work alongside Guidehouse throughout the project. Failure to provide adequate Client resources may result in potential changes to scope, fees and timeline. Guidehouse will work closely with the Client to execute an amendment to the agreement addressing the change in scope, fees and timeline. The information provided by Client to Guidehouse shall be considered "as is" and Guidehouse will not validate or confirm the accuracy of the data and information provided.
- **Acceptance:** Subject to any acceptance language or procedures in the agreement to the contrary, draft deliverables will be provided to the Client according to the timelines agreed in the proposal or as may be revised and agreed to. Client will conduct review and provide feedback over a period of three business days.

Client will have two (2) business days to complete final review and acceptance of final deliverables. If no comments or decision on acceptance or rejection is received within five (5) business days, the deliverable will be deemed accepted.

- NCTCOG and/or its members will make final decisions regarding AI tools, AI Use Cases, frameworks, applications and other recommendations that Guidehouse may provide.
- NCTCOG understands that legal standards, policies and best practices relating to AI are still evolving and that Guidehouse does not warrant compliance with future regulatory or other legal standard changes.
- NCTCOG understands that for any SOWs for Pilots, the services and Pilots will be provided “AS IS” and no warranty obligations of Guidehouse will apply.

8.0 Reservation of Rights

Submission of this proposal by **GUIDEHOUSE INC.**, a Delaware corporation, or any of its affiliates (the “**Guidehouse**”), is not an indication of Guidehouse’s willingness to be bound by all of the terms presented in the North Central Texas Council of Governments and its members of the TXShare Cooperative Purchasing Program (the “**Client**”) Request for Proposals, pertaining to Artificial Intelligence (AI) Consultancy Services RFP # 2024-023 (the “**RFP**”). This proposal in response to the Client’s RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by the Guidehouse is contingent upon successful completion of Guidehouse’s acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including (i) modifications to certain RFP terms and conditions, (ii) our standard terms and conditions and fees and billing rates established therein, and (iii) terms and conditions for implementation services, in the event such services are required or requested.

Given Guidehouse’s past history of successfully negotiating mutually agreeable terms with similar state and local government entities, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties.