

**23-72042 BUSINESS PROPOSAL  
ATTACHMENT E**

**Instructions: Please provide answers in the shaded areas to all questions. Reference all attachments in the shaded area.**

***Business Proposal***

**2.3.1 General (Optional)** - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Addressed in Executive Summary.

**2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Please enter your response below and indicate if any attachments are included.

Guidehouse Inc. Is a corporation formed in Delaware. Guidehouse enters into hundreds of contracts each year with a number of federal, state and local and international government agencies and commercial clients.

**2.3.3 Respondent's Diversity, Equity and Inclusion Information** - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

Guidehouse has attached its EEO report to our proposal.

**2.3.4 Company Financial Information** - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

Guidehouse has attached its Financial Resources Statement to our proposal.

**2.3.5 Integrity of Company Structure and Financial Reporting** - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Guidehouse is a corporation, and all partners have signing authority as per the attached Certificate of Incumbency.

**2.3.6 Contract Terms/Clauses** - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

Contract Term Identifier and Header	Suggested Language Change	Rationale for suggested change
4. Access to Records	<p><b>4. Access to Records.</b> The Contractor and its subcontractors, if any, shall maintain all <del>books, documents, papers, accounting records, and other evidence</del> <u>time sheets and expense reports</u> -pertaining to all costs incurred under this Contract. <u>Upon thirty (30) days written notice,</u> tThey shall make such materials available at their respective offices <u>during normal business hours at all reasonable times</u> during this Contract, and for three (3)</p>	Ensure compliance with Guidehouse’s risk policy.

	<p>years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.</p>	
11. Condition of Payment	<p>All services provided by the Contractor under this Contract must be performed <del>to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative</del> and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be <del>unsatisfactory</del>, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.</p>	<p>Ensure compliance with Guidehouse's risk policy.</p>
12. Confidentiality of State Information	<p><b>12. Confidentiality of State Information.</b> The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.</p> <p>The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials,</p>	<p>Ensure compliance with Guidehouse's risk policy.</p>

	<p>and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. <del>If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.</del></p>	
13. Continuity of Services	<p>A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:</p> <ol style="list-style-type: none"> <li>1. Furnish phase-in training; and</li> <li>2. Exercise <del>its best</del> <u>commercially reasonable</u> efforts and cooperation to effect an orderly and efficient transition to a successor.</li> </ol>	Ensure compliance with Guidehouse's risk policy.
15. Default by State	<p><b>15. Default by State.</b> If the State, <del>thirty (30) sixty (60)</del> days after receipt of written notice, fails to correct or cure any material breach of this</p>	Ensure compliance with Guidehouse's risk policy.

	Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.	
20. Force Majeure	<b>20. Force Majeure.</b> In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster, <u>epidemic, pandemic</u> or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.	Ensure compliance with Guidehouse’s risk policy.
24. Indemnification <u>and Limitation on Liability</u>	<b>24. Indemnification and Limitation on Liability.</b> The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if	Ensure compliance with Guidehouse’s risk policy.

	<p>any, in the performance of this Contract. The State will not provide indemnification to the Contractor.</p> <p><u>Notwithstanding the terms of any other provision, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable SOW in the preceding 12 months. Neither Contractor or the State of Indiana shall in any event be liable for any indirect, consequential or punitive damages, even if Contractor or State of Indiana have been advised of the possibility of such damages.</u></p>	
<p>28. Insurance</p>	<p><b>28. Insurance.</b></p> <p>A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all <del>claims of any nature which may in any manner arise out of or result from</del> Contractor's performance under this Contract:</p> <p>1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable),</p>	<p>Ensure compliance with Guidehouse's risk policy.</p>

	<p>with minimum liability limits not less than \$700,000 per person and <u>\$15,000,000</u> per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.</p> <p>2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and <u>\$15,000,000</u> per occurrence <u>and \$2,000,000 in the aggregate</u>. The State is to be named as an additional insured on a primary, non-contributory basis.</p> <p>3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.</p> <p>4. Fiduciary liability if the Contractor is</p>	
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responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$15,000,000 in the aggregate.

5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.

6. Surety or Fidelity Bond(s) if required by statute or by the agency.

7. Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$35,000,000 in the aggregate.

Upon written request, The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to

the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

~~3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by~~

	<p><del>the insurance required in this Contract.</del></p> <p>4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that <u>the Contractor shall endeavor to provide notice of the</u> policy and endorsements <u>that</u> may <del>not</del> be canceled or modified <del>without thirty (30) days' prior written notice to the undersigned State agency.</del></p> <p>5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana <u>except to claims directly caused by the State of Indiana's negligence or willful misconduct.</u></p>	
<p>36. Ownership of Documents and Materials</p>	<p><b>36. Ownership of Documents and Materials.</b></p> <p>A. <del>All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. Upon full</del></p>	<p>Ensure compliance with Guidehouse's risk policy.</p>

payment of all amounts due Contractor in connection with this Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Contractor provides to the State of Indiana (the “Contractor Deliverables”) will become the State of Indiana’s sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable SOW, subject to the exceptions set forth below. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services (“Contractor Property”). To the extent the Contractor Deliverables contain Contractor Property; The State of Indiana is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty free license to use the Materials and to use,

	<del>modify, copy and create derivative works of the Materials.</del>	
37. Payments	<p><b>37. Payments.</b></p> <p>A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20. <u>If payment on invoices is past due more than sixty (60) days, Contractor reserves the right to terminate the Agreement or the applicable SOW or suspend the Services until payment is received.</u></p>	Ensure compliance with Guidehouse’s risk policy.
46. Termination for Default	<p>B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, <del>and the Contractor will be liable to the State for any excess costs for those supplies or services.</del> However, the Contractor shall continue the work not terminated.</p> <p>C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and</p>	Ensure compliance with Guidehouse’s risk policy.

	<p>the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. <del>The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.</del></p>	
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**2.3.7 References** - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive three (3) **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to [idoareferences@idoa.in.gov](mailto:idoareferences@idoa.in.gov). Please provide the customer information for each reference.

<b>Customer 1</b>	
Legal Name of Company or Governmental Entity	State of Oklahoma, Office of Management & Enterprise Services
Company Mailing Address	2300 N. Lincoln Blvd., Suite 101
Company City, State, Zip	Oklahoma City, OK 73105
Company Website Address	<a href="http://www.oklahoma.gov/omes/about.html">www.oklahoma.gov/omes/about.html</a>
Contact Person	Edyn Rolls
Contact Title	Grants Analyst
Company Telephone Number	405-269-4052
Company Fax Number	N/A
Contact E-mail	<a href="mailto:edyn.rolls@omes.ok.gov">edyn.rolls@omes.ok.gov</a>
Industry of Company	State Government
<b>Customer 2</b>	
Legal Name of Company or Governmental Entity	Guilford County, North Carolina
Company Mailing Address	301 West Market Street
Company City, State, Zip	Greensboro, NC 27401

Company Website Address	<a href="http://www.guilfordcountync.gov">www.guilfordcountync.gov</a>
Contact Person	Jason Jones
Contact Title	Assistant County Manager
Company Telephone Number	336-641-3383
Company Fax Number	336-641-6833
Contact E-mail	<a href="mailto:jjones6@guilfordcountync.gov">jjones6@guilfordcountync.gov</a>
Industry of Company	Local Government
<b>Customer 3</b>	
Legal Name of Company or Governmental Entity	State of South Dakota, Governor's Office of Economic Development
Company Mailing Address	711 East Wells Ave.
Company City, State, Zip	Pierre, SD 57501
Company Website Address	<a href="http://www.sdgoed.com/public-records/connectsd/">www.sdgoed.com/public-records/connectsd/</a>
Contact Person	Mike Waldner
Contact Title	Coordinator for the South Dakota ConnectSD Broadband Development Program
Company Telephone Number	(605) 773-2483
Company Fax Number	N/A
Contact E-mail	<a href="mailto:mike.waldner@state.sd.us">mike.waldner@state.sd.us</a>
Industry of Company	State Government

**2.3.8 Registration to do Business** – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent's responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Guidehouse is registered to do business in Indiana.

**2.3.9 Authorizing Document** - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

Partners have signing authority for Guidehouse Inc.

**2.3.10 Diversity Subcontractor Agreements -**

- a. Per RFP Section 1.21, Minority & Women’s Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

aFit Staffing Inc – WBE  
 Sondhi Solutions LLC – MBE  
 Professional Management Enterprises Inc. - IVOSB

- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

N/A

**2.3.11 Evidence of Financial Responsibility –** Removed at request of the agency.

**2.3.12 General Information -** Each Respondent must enter your company’s general information including contact information.

Business Information	
Legal Name of Company	Guidehouse Inc.
Contact Name	Raveen Rao
Contact Title	Partner
Contact E-mail Address	<a href="mailto:rrao@guidehouse.com">rrao@guidehouse.com</a>
Company Mailing Address	1676 International Drive, Suite 800
Company City, State, Zip	Mclean, VA, 22102
Company Telephone Number	401-239-9275
Company Fax Number	
Company Website Address	<a href="http://www.guidehouse.com">www.guidehouse.com</a>
Federal Tax Identification Number (FTIN)	36-4094854
Number of Employees (company)	14,000+
Years of Experience	26
Number of U.S. Offices	At last check, Guidehouse had 26 offices.
Year Indiana Office Established (if applicable)	N/A
Parent Company (if applicable)	Guidehouse LLP
Revenues (\$MM, previous year)	See attached Financial Resources Statement.
Revenues (\$MM, 2 years prior)	See attached Financial Resources

	Statement.
% Of Revenue from Indiana customers	

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes. Guidehouse has an internal policy for disaster recovery.

- b. What is your company’s technology and process for securing any State information that is maintained within your company?

Guidehouse uses Microsoft Active Directory groups and permissions using the Least Privilege rule.

**2.3.13 Experience Serving State Governments** - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

Guidehouse is a leader in helping state governments execute change. Our State and Local Government practice focuses on bringing top-tier talent and the integrity of our brand to state and local governments to solve their most pressing problems. We work with state and local governments to connect citizens, plan and drive investments, and increase efficiency to promote long-term economic, environmental, social, and cultural prosperity. From developing broadband roadmaps to helping police departments execute major organizational change, we intentionally seek out opportunities to work with communities like the State of Indiana on addressing issues that are core to their future success.

Our government practice blends public sector depth and expertise with commercial leading practices. Our services cover strategy through execution for our clients’ critical business and information technology needs, including organizational assessments, HR transformations, strategic planning, business process redesign, data analytics, and technology modernization. We work with senior officials all over the country to develop and implement innovative strategies that deliver lasting results. State after state, city after city, we partner with driven leaders ready to achieve better performance and secure a brighter future for their citizens.

**2.3.14 Experience Serving Similar Clients** - Please describe your company’s experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Guidehouse has helped state governments across the country carry out very similar broadband initiatives and are well positioned to proficiently support the Next Level Connections (NLC) program in expanding broadband access throughout the Hoosier state. Our internal Broadband Center of Excellence (COE) enables collaboration amongst broadband subject matter experts (SMEs) and staff throughout state and local governments. This group of talented consultants has worked together to provide broadband strategy and implementation activities for the State of Oklahoma, State of South Dakota, San Diego County, Tennessee Valley Authority (TVA) and many other municipalities. The experiences below demonstrate our commitment to excellence in expanding broadband access for Americans.

Similar to Indiana, the State of South Dakota solicited a consulting and technical partner to help strategize effective expansion of broadband infrastructure opportunities throughout their state. Guidehouse coordinated with the ConnectSD Broadband Development Program team to write an application for state's BEAD planning funds. This application included identification of the State's process for developing a 5-year Broadband action plan and targeted outreach for external stakeholder engagement. This process developed in collaboration with Guidehouse is now being used to finalize its five-year broadband action plan and corresponding outreach. In San Diego County, Guidehouse initially supported broadband expansion efforts by building a "broadband master map" to provide detail about broadband status of unincorporated areas across indicators and guide recommendations for planning. The team is now developing the Countywide Broadband Strategy to identify gaps and opportunities in broadband access as it relates to physical infrastructure, socioeconomic factors, legislative and policy context, and market structure.

At the State of Oklahoma, Guidehouse is supporting several tasks related to strategic planning and preparation for the State's Broadband Office. This included development of an in-depth current state assessment detailing four thematic areas—legislation and policy, infrastructure, market structure, and socioeconomic factors. The infrastructure assessment includes mapping at a county-level of current broadband-related infrastructure assets throughout the state including publicly owned fiber network, vertical assets (poles, towers), community anchor institution locations, and coverage areas for selected providers. For the market structure assessment, segment profiles have been developed highlighting specific trends across different segments and plans provided with different technologies including a pricing analysis. For socioeconomic factors, numerous variables that can affect broadband availability and adoption including household income, educational attainment, living in an urban/rural area, etc. were analyzed. A review of leading practices from peer states is also being included to help Oklahoma with benchmarking. These lessons aid Guidehouse in navigating complex situations and will result in more defensible determinations for the Hoosier state. Additionally, Guidehouse reviewed broadband funding programs and preliminary next steps for infrastructure projects.

Guidehouse helped the TVA, which serves 10 million people across seven southeastern states, identify key internal stakeholders related to broadband and connected communities and worked in tandem with them to align on a common vision. Guidehouse then worked with TVA to identify and engage with external stakeholders, including utilities, state and local governments, nongovernmental organizations, and national laboratories. This stakeholder engagement activity, which Guidehouse has delivered in a variety of engagements including Harris County, NYC Mayor's office and the City of Philadelphia, played a crucial role in developing an actionable and realistic roadmap for broadband expansion. Additionally, our teaming partner aFit, in collaboration with Indiana Office of Technology (IOT) and other vendors, supported OCRA in implementing brand new broadband programs, Next Level Connections and the Indiana Connectivity Program. These programs were created through a \$350 Million appropriation that is managed by OCRA to provide opportunities for broadband expansion to rural communities – to businesses, schools, clinics and homes. This included the creation of new policy, new grant applications, and processes. This program won the Best of Indiana Award for an Application Serving the Public at the 2022 Indiana Digital Summit demonstrates our understanding of stakeholders within the state.

Guidehouse's experience across states, and other municipalities of similar size, supporting broadband efforts will enable us to provide top-notch support for expanding broadband infrastructure within the Hoosier state.

**2.3.15 Payment** – Removed at request of the agency.

**2.3.16 Extending Pricing to Other Governmental Bodies** – Removed at request of the agency.