

**CONTRACT ASSIGNMENT AGREEMENT AND AMENDMENT  
PENNSYLVANIA LIQUOR CONTROL BOARD  
AND  
GRANT THORNTON PUBLIC SECTOR LLC**

**THIS CONTRACT ASSIGNMENT AGREEMENT AND AMENDMENT** (hereinafter referred to as the “Assignment”) is made by and among (i) the Pennsylvania Liquor Control Board with offices located at 901 Capital Street, Harrisburg, PA 17120 (hereinafter referred to as the “PLCB”) and (ii) Grant Thornton Public Sector, LLC, having a principal place of business at 100 Wilson Boulevard, Suite 1400, Arlington, VA 22209 (hereinafter referred to as “Transferor”) and (iii) and Guidehouse Inc., having a principal place of business at 1676 International Drive, Suite 800, McLean, VA 22102 (hereinafter referred to as “Transferee”). The PLCB, the Transferor, and the Transferee are hereinafter collectively referred to as the “Parties.” The Assignment is effective on the date the final required Commonwealth signatory affixes their signature herein.

**WHEREAS**, the Transferor entered into a contract on September 15, 2021 (hereinafter referred to as the “Contract”) with the PLCB pursuant to RFP #20210723 for Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation (“Services”) for specified consideration, all as fully described in the Contract. The Contract includes any amendments and purchase orders, including all modifications, made between the PLCB and the Transferor before the effective date of this Assignment. The Contract also includes all amendments and purchase orders, including all modifications, made between the PLCB and the Transferor on or after the effective date of this Assignment; and

**WHEREAS**, on September 30, 2022 (“Transaction Effective Date”), Transferee acquired Transferor, pursuant to a Merger Agreement and Transferor merged with and into Transferee with Guidehouse Inc. remaining as the surviving company (“Transaction”);

**WHEREAS**, the Transferor, because of the Transaction, desires to transfer all rights, titles, interests, duties, obligations, and liabilities under the Contract to the Transferee; and

**WHEREAS**, the Transferee desires to accept the transfer of all rights, titles, interests, duties, obligations, and liabilities of Transferor under the Contract; and

**WHEREAS**, the PLCB has determined that the Transferee is a responsible vendor that has the capacity and capability to perform the Contract.

**NOW THEREFORE**, in consideration of the foregoing facts, and intending to be legally bound, the Parties agree as follows:

1. The clauses above are hereby integrated into this Assignment.
2. This Assignment serves as an amendment to the Contract, and is subject to the Contract’s terms and conditions, except as they are explicitly changed herein.

3. The following evidence of the Transaction is filed with the PLCB:
  - Letter of counsel dated January 30, 2023;
  - State of Delaware Certificate of Merger.
4. The Transferor, for good and valuable consideration, does hereby assign, transfer, and convey to the Transferee all rights, titles, interests, duties, obligations, and liabilities in the Contract as of the Transaction Effective Date.
5. The Transferee agrees to accept the transfer of all rights, titles, interests, duties, obligations, and liabilities of Transferor under the Contract as of the Transaction Effective Date.
6. Transferee is able to perform, and promises to fully perform, all obligations that exist or may exist in the future under the Contract. The Transferee agrees to be bound by and perform under the Contract in accordance with the Contract terms, conditions, and requirements, and assumes all right, title, interests, duties, obligations and liabilities as if the Transferee were the original party to the Contract.
7. The Transferee ratifies all previous actions taken by the Transferor with respect to the Contract, with the same force and effect as if the action had been taken by the Transferee.
8. The Transferor waives any claims and rights that it now has or may have in the future against PLCB or the Commonwealth in connection with or arising out of the Contract.
9. The PLCB recognizes the Transferee as the successor Party to the Contract as of the Transaction Effective Date. The Transferee, by this Assignment, becomes entitled to all rights, titles, and interests and is bound by all duties, obligations, and liabilities of the Transferor in and to the Contract, as if the Transferee were the original signatory party to the Contract. As of the effective date of this Assignment, the terms “Contractor” as used in the Contract, shall refer to the Transferee.
10. Except as expressly provided in this Assignment, nothing in it shall be construed as a waiver of any rights of the PLCB against the Transferor.
11. All payments and reimbursements previously made, and to be made, by the PLCB to the Transferor for services rendered and expenses incurred under the Contract prior to the Transaction Effective Date, shall be considered to have discharged the PLCB’s obligations to make such payments and reimbursements under the Contract. All payments and reimbursements made by the PLCB in relation to the Contract after the Transaction Effective Date shall be made in the name of or to the Transferee and shall constitute a complete discharge of the PLCB’s obligations under the Contract, to the extent of the amounts paid or reimbursed.
12. For purposes of clarity,
  - Transferor will invoice PLCB for amounts due under the Contract up to the Transaction Effective Date, after which Transferee will issue invoices.
  - For periods prior to the Transaction Effective Date, Transferor shall

invoice and be paid while registered in PLCB's systems as being associated with Employer Identification Number (EIN) [REDACTED], which is the Grant Thornton, LLP, EIN. Transferor and Transferee agree that payments made to Transferor when Transferor was registered in PLCB's records as being associated with EIN [REDACTED] shall constitute a complete discharge of the PLCB's obligations under the Contract, to the extent of the amounts paid or reimbursed.

- Transferor's EIN upon the Transaction Effective Date and thereafter is [REDACTED]
  - Transferee's EIN is [REDACTED].
  - Transferor and Transferee shall be responsible to ensure PLCB records contain correct administrative information, including EINs and banking information, via the Vendor Portal.
13. The Transferor and the Transferee agree that the PLCB is not obligated to pay or reimburse either of them for, or otherwise give effect to, any costs, taxes, or other expenses, or any related increases, directly or indirectly arising out of or resulting from the Transaction or this Assignment, other than those that the PLCB in the absence of this Transaction or Assignment would have been obligated to pay or reimburse under the terms of the Contract.
14. The Contract shall remain in full force and effect pursuant to its terms, except as modified by this Assignment.
15. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same Assignment.

*[Signature Pages Follow]*

IN WITNESS WHEREOF, the Parties hereto have caused the Assignment to be duly executed on the day and year first above written.

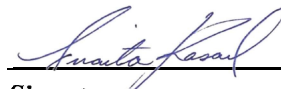
**GRANT THORNTON PUBLIC SECTOR, LLC  
TRANSFEROR:**

  
\_\_\_\_\_  
*Signature*

Tamara Reynolds, Partner  
\_\_\_\_\_  
*Printed Name, Title*

3/22/2023  
\_\_\_\_\_  
*Date*

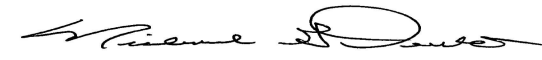
**GUIDEHOUSE, INC.  
TRANSFereeE:**

  
\_\_\_\_\_  
*Signature* *Signature*

Anaita Kasad, Partner  
\_\_\_\_\_  
*Printed Name, Title* *Printed Name, Title*

3/22/2023  
\_\_\_\_\_  
*Date* *Date*

**THE PENNSYLVANIA LIQUOR CONTROL BOARD:**

  
\_\_\_\_\_  
*Signature*

Michael G. Demko, Executive Director  
\_\_\_\_\_  
*Printed Name, Title*

3/23/2023  
\_\_\_\_\_  
*Date*

Approved as to form and legality:

**PENNSYLVANIA LIQUOR CONTROL BOARD LEGAL COUNSEL:**



*Signature*

Rodrigo Diaz, Chief Counsel

*Printed Name, Title*

March, 23, 2023

*Date*

**AGENCY COMPTROLLER:**

Christina M. Geegee-Dugan

Digitally signed by Christina M. Geegee-Dugan  
Date: 2023.04.04 10:29:54 -04'00'

*Signature*

*Printed Name, Title*

*Date*

**COMMONWEALTH OF PENNSYLVANIA OFFICE OF ATTORNEY GENERAL:**



Digitally signed by David E. Stover,  
Assistant Chief Deputy Attorney General  
Date: 2023.04.20 09:57:38 -04'00'

*Signature*

*Printed Name, Title*

*Date*



May 30, 2023

Ms. Anaita Kasad  
Partner, State & Local Government  
Guidehouse Inc.  
1676 International Drive, Suite 800  
McLean, VA 221  
[REDACTED]

Re: Contract No. 20210723/PO No. 80001341

Dear Ms. Kasad,

Attached is your approved copies of the Contract Assignment Agreement and Amendment for Contract No. 20210723 and Purchase Order (PO) No. 80001341 for the Project Management Support for Oracle Cloud Enterprise Resource Planning Platform Implementation. All terms and conditions contained in Contract No. 20210723 apply to this PO.

You are authorized to proceed with the requirements of the attached Contract Assignment Agreement and Amendment.

The Pennsylvania Liquor Control Board (PLCB) wishes to also exercise Option #1 to renew the above referenced contract for an additional 12 months subject to the rates, terms, and conditions contained in the Contract. The term of Option #1 shall be September 2, 2023, through September 1, 2024. The PLCB's Issuing Office may further renew the Contract incrementally or in one step for up to an additional 6 months, at its sole discretion.

Please contact me if you have any questions by email at [REDACTED] or by telephone at [REDACTED]

Sincerely,

A handwritten signature in black ink that reads "Joshua Greene".

Joshua Greene, Issuing Officer for Melinda A. John, Manager  
Purchasing & Contract Administration Division

Attachments

Cc: Elizabeth Brassell, Director of Policy and Communications  
Crystal Fox, Deputy Chief Counsel



Order	<b>80001341</b>
Revision	<b>0</b>
Type	<b>Non-Merchandise Order</b>
Order Date	<b>30-MAY-2023</b>
Purchasing Agent	<b>Greene, Joshua</b>
Revision Date	
Revised By	

Supplier: **GUIDEHOUSE INC**  
**1676 International Drive**  
**Greenway, VA 22102**  
**US**

Ship To: **PLCB CENTRAL OFFICE**  
**NORTHWEST OFFICE BUILDING. 910 CAPITAL STREET. HARRISBURG...**  
**,**  
**US**

Bill To: **PLCB - AP OFFICE**  
**COMPROLLER OPERATIONS LCBS**  
**HARRISBURG, 17108-2025**  
**US**

Supplier No.	Payment Terms	Freight Terms	FOB	Ship Via
	<b>Net 30</b>	<b>None</b>		
Supplier Contact and Telephone #	Purchasing Agent, Email Address and Telephone #			
<b>+1 (571) 633-1711</b>	<b>Greene, Joshua</b>			

**Notes:**

THIS PURCHASE ORDER REPLACES PO# 63021851, WHICH WAS UNDER GRANT THORNTON PUBLIC SECTOR, LLC THAT WAS ACQUIRED BY GUIDEHOUSE INC.

THE PLCB IS EXERCISING OPTION # 1 TO RENEW THE CONTRACT FOR AN ADDITIONAL 12 MONTHS SUBJECT TO THE RATES, TERMS, AND CONDITIONS CONTAINED IN THE CONTRACT.

VALIDITY DATE SEPTEMBER 2, 2023 THROUGH SEPTEMBER 1, 2024.

THIS PURCHASE ORDER IS IN ACCORDANCE WITH RFP NO. 20210723, "PROJECT MANAGEMENT SUPPORT FOR ORACLE CLOUD ENTERPRISE RESOURCE PLANNING PLATFORM IMPLEMENTATION"

PRICING AS PER ATTACHED COST SUBMITTAL:  
 \$1,800,215.96

THIS IS AN ESTIMATED CONTRACT

THIS CONTRACT IS COMPRISED OF THE FOLLOWING DOCUMENTS, WHICH ARE LISTED IN ORDER OF PRECEDENCE IN THE EVENT OF A CONFLICT BETWEEN THESE DOCUMENTS:

- A. CONTRACT NO. 20210723
- B. THE RFP AND ANY ADDENDA, INCLUDING ALL REFERENCED APPENDICES
- C. THE CONTRACTOR'S TECHNICAL SUBMITTAL AND ANY ADDENDA, IF APPLICABLE
- D. THE CONTRACTOR'S COST SUBMITTAL
- E. THE CONTRACTOR'S CLARIFICATION RESPONSES
- F. THE CONTRACTOR'S BAFO RESPONSE

THE TERM OF THIS CONTRACT SHALL COMMENCE ON THE EFFECTIVE DATE AND SHALL END SEPTEMBER 1, 2023, SUBJECT TO THE OTHER PROVISIONS OF THIS CONTRACT.

CONTRACT TERM: UPON PO APPROVAL THROUGH SEPTEMBER 1, 2023.

CONTACT PERSON: MS. ANAITA KASAD  
EMAIL: [REDACTED]

PURCHASING AGENT: JOSHUA GREENE  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

UPON DELIVERY OF THE SERVICES, PLEASE EMAIL YOUR INVOICE TO:

PROJECT MANAGER: ELIZABETH BRASSELL,  
DIRECTOR OF POLICY AND COMMUNICATIONS  
PHONE: [REDACTED]  
EMAIL: [REDACTED]

FAILURE TO COMPLY WITH THE FOLLOWING REQUIREMENTS WILL DELAY PROCESSING OF PAYMENT.

- \* THE INVOICE MUST BE ITEMIZED BY PURCHASE ORDER LINE ITEM.
- \* THE INVOICE SHOULD ONLY INCLUDE THE AMOUNTS DUE UNDER THE PURCHASE ORDER.
- \* THE PURCHASE ORDER NUMBER MUST BE INCLUDED ON ALL INVOICES.

ALL PRICES AND AMOUNTS ON THIS ORDER ARE EXPRESSED IN USD



Reference Documents: 1\_20210723 ERP Project Manager - Contract for Services Fully Approved 12-17-21.pdf  
 3\_RFP20210723 PM Support for ERP Platform Implementation with Appendices.pdf  
 4\_RFP20210723 Addendum No 1.pdf  
 5\_Grant Thornton Technical Submittal\_Without Financials.pdf  
 6\_Grant Thornton Cost Submittal.xlsx  
 7\_Clarification Letter for Grant Thornton and Response\_11-5-21.pdf  
 8\_BAFO Letter for Grant Thornton\_11-24-21.pdf  
 9\_BAFO Cost Submittal from Grant Thornton\_Final 11-29-21.pdf  
 NTP Letter\_Grant Thornton\_12-20-21.pdf  
 PLCB Consent to Assignment - Grant Thornton to Guidehouse\_Fully Executed\_4-20-23.pdf  
 Guidehouse Certificate of Incumbency - All Partners (05.25.2021).pdf  
 Letter of Counsel and Delaware Cert of Merger\_1-30-23.pdf  
 Reynolds Cert of Incum (03.22.2023).pdf  
 NTP and Renewal Letter\_Guidehouse 5-30-23.pdf  
 2\_RFP20210723 Advertisement.pdf

All prices and amounts on this order are expressed in USD

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
1	FY22-MANAGING DIRECTOR	Needed: 01-OCT-2022 00:00:00	72.25	HR	299.28	21622.98
EFFECTIVE 10/1/22 TO 6/30/23						
Ship To: Use the ship-to address at the top of page 1						
2	FY22-DIRECTOR	Needed: 01-OCT-2022 00:00:00	113	HR	272.07	30743.91
EFFECTIVE 10/1/22 TO 6/30/23						
Ship To: Use the ship-to address at the top of page 1						
3	FY22-MANAGER	Needed: 01-OCT-2022 00:00:00	1828	HR	190	347320
EFFECTIVE 10/1/22 TO 6/30/23						
Ship To: Use the ship-to address at the top of page 1						

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
4	FY22-SR. ASSOCIATE	Needed: 01-OCT-2022 00:00:00	2603.75	HR	129.41	336951.28 75
	EFFECTIVE 10/1/22 TO 6/30/23					
	Ship To:					
	Use the ship-to address at the top of page 1					
5	FY22-SUBJECT MATTER EXPERT	Needed: 01-OCT-2022 00:00:00	1182.42	HR	280	331077.6
	EFFECTIVE 10/1/22 TO 6/30/23					
	Ship To:					
	Use the ship-to address at the top of page 1					
6	FY22-TRAVEL COSTS	Needed: 01-OCT-2022 00:00:00			8500	8500
	EFFECTIVE 10/1/22 TO 6/30/23					
	Ship To:					
	Use the ship-to address at the top of page 1					
7	FY23-MANAGING DIRECTOR	Needed: 01-JUL-2023 00:00:00	1	HR	299.28	299.28
	EFFECTIVE 7/1/23 TO 6/30/24					
	Ship To:					
	Use the ship-to address at the top of page 1					
8	FY23-DIRECTOR	Needed: 01-JUL-2023 00:00:00	1	HR	272.07	272.07
	EFFECTIVE 7/1/23 TO 6/30/24					
	Ship To:					
	Use the ship-to address at the top of page 1					
9	FY23-MANAGER	Needed: 01-JUL-2023 00:00:00	1	HR	190	190
	EFFECTIVE 7/1/23 TO 6/30/24					
	Ship To:					

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
Use the ship-to address at the top of page 1						
10	FY23-SR. ASSOCIATE	Needed: 01-JUL-2023 00:00:00	1	HR	129.41	129.41
EFFECTIVE 7/1/23 TO 6/30/24						
Ship To: Use the ship-to address at the top of page 1						
11	FY23-SUBJECT MATTER EXPERT	Needed: 01-JUL-2023 00:00:00	1	HR	280	280
EFFECTIVE 7/1/23 TO 6/30/24						
Ship To: Use the ship-to address at the top of page 1						
12	FY23-TRAVEL COSTS	Needed: 01-JUL-2023 00:00:00			100	100
EFFECTIVE 7/1/23 TO 6/30/24						
Ship To: Use the ship-to address at the top of page 1						
13	FY24-MANAGING DIRECTOR	Needed: 01-JUL-2024 00:00:00	1	HR	299.28	299.28
EFFECTIVE 7/1/24 TO 9/1/24						
Ship To: Use the ship-to address at the top of page 1						
14	FY24-DIRECTOR	Needed: 01-JUL-2024 00:00:00	1	HR	272.07	272.07
EFFECTIVE 7/1/24 TO 9/1/24						
Ship To: Use the ship-to address at the top of page 1						
15	FY24-MANAGER	Needed: 01-JUL-2024 00:00:00	1	HR	190	190
EFFECTIVE 7/1/24 TO 9/1/24						

Line	Part Number/ Description	Delivery Date/Time	Quantity	UOM	Unit Price(USD)	Amount(USD)
<p>Ship To: Use the ship-to address at the top of page 1</p>						
16	FY24-SR. ASSOCIATE	Needed: 01-JUL-2024 00:00:00	1	HR	129.41	129.41
<p>EFFECTIVE 7/1/24 TO 9/1/24 Ship To: Use the ship-to address at the top of page 1</p>						
17	FY24-SUBJECT MATTER EXPERT	Needed: 01-JUL-2024 00:00:00	1	HR	280	280
<p>EFFECTIVE 7/1/24 TO 9/1/24 Ship To: Use the ship-to address at the top of page 1</p>						
18	FY24-TRAVEL COSTS	Needed: 01-JUL-2024 00:00:00			100	100
<p>EFFECTIVE 7/1/24 TO 9/1/24 Ship To: Use the ship-to address at the top of page 1</p>						
						<b>Total: 1078757.2975 (USD)</b>